

SERFF Tracking Number: UNON-125467989 State: Arkansas
 First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10031652 \$50
 Company Tracking Number: 08-MP-FM-3
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
 Liability
 Product Name: 2008 Pkg Form/Rule Filings
 Project Name/Number: 03-08 AR Pkg Rule/Co. Form Filing/

Filing at a Glance

Companies: Acadia Insurance Company, Continental Western Insurance Company, Union Insurance Company

Product Name: 2008 Pkg Form/Rule Filings SERFF Tr Num: UNON-125467989 State: Arkansas
 TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: #10031652 \$50
 Sub-TOI: 05.0007 Other CMP Co Tr Num: 08-MP-FM-3 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
 Authors: Frances Linker, Mark Jones, Tamara Manuel Disposition Date: 02/14/2008
 Date Submitted: 02/01/2008 Disposition Status: Approved
 Effective Date Requested (New): On Approval Effective Date (New): 02/14/2008
 Effective Date Requested (Renewal): On Approval Effective Date (Renewal): 02/14/2008

State Filing Description:

General Information

Project Name: 03-08 AR Pkg Rule/Co. Form Filing
 Project Number:
 Reference Organization:
 Reference Title:
 Filing Status Changed: 02/14/2008
 State Status Changed: 02/05/2008
 Corresponding Filing Tracking Number:
 Filing Description:

Status of Filing in Domicile:
 Domicile Status Comments:
 Reference Number:
 Advisory Org. Circular:
 Deemer Date:

Continental Western Insurance Company, Union Insurance Company and Acadia Insurance Company wish to make improvements to the "Rural Telephone Program" they filed on October 26, 2007 to be effective April 1, 2008 or the date of approval, whichever is later.

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The "Rural Telephone Program" is an additional component of our current filings. The Rural Telephone Program is a program specifically designed to meet the specialized needs of the rural telecommunications industry exposures so that we can compete for this type of business. This business has specific coverage needs relating to things such as switching equipment, telephone poles, mobile equipment, "internet" liability exposure, etc. that have been included as part of our enhancement endorsements. We are filing additional forms at this time to enhance this program.

This revision is being filed as a package just as the original filing was filed as a package. The forms will not be used for any other risk except that offered through this program.

The Companies propose to adopt the following company endorsements for use with this program:

CW 25 31 03 08 Rural Utilities Service, Department of Agriculture Endorsement
CW 26 37 03 08 Telecommunications Property Enhancement Endorsement
CW 26 38 03 08 Telecommunications Earthquake Coverage
CW 26 39 03 08 Telecommunications Flood Coverage
CW 26 41 03 08 Telecommunications Pollution Clean Up

These forms modify the Commercial Output Policy coverage form filed on our behalf by AAIS.

We are also enclosing a copy of our Rules for this program, including the above endorsements.

Company and Contact

Filing Contact Information

Frances Linker, Compliance Analyst flinker@usic.com
P. O. Box 152180 (972) 719-2400 [Phone]
Irving, TX 75015-2180 (972) 719-2301[FAX]

Filing Company Information

Acadia Insurance Company CoCode: 31325 State of Domicile: Maine
P. O. Box 152180 Group Code: 98 Company Type: P & C

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Irving, TX 75015-2180 (972) 719-2400 ext. 2465[Phone]	Group Name: W. R. Berkley FEIN Number: 01-0471706 -----	State ID Number:
Continental Western Insurance Company P. O. Box 152180 Irving, TX 75015-2180 (972) 719-2400 ext. 2465[Phone]	CoCode: 10804 Group Code: 98 Group Name: W. R. Berkley FEIN Number: 42-0594770 -----	State of Domicile: Iowa Company Type: P & C State ID Number:
Union Insurance Company 122 W. Carpenter Freeway Suite 350 Irving, TX 75039 (972) 719-2400 ext. 2465[Phone]	CoCode: 25844 Group Code: 98 Group Name: W. R. Berkle FEIN Number: 47-0547953 -----	State of Domicile: Iowa Company Type: P&C State ID Number:

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 per form filing
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
10031652	\$50.00	01/31/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/14/2008	02/14/2008

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Disposition

Disposition Date: 02/14/2008
Effective Date (New): 02/14/2008
Effective Date (Renewal): 02/14/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Rural Utilities Service, Department of Agriculture Endorsement	Approved	Yes
Form	Telecommunications property Enhancement Endorsement	Approved	Yes
Form	Telecommunications Earthquake Coverage	Approved	Yes
Form	Telecommunications Flood Coverage	Approved	Yes
Form	Telecommunications Pollution Clean Up	Approved	Yes
Rate	Exception Pages	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Rural Utilities Service, Department of Agriculture Endorsement	CW 25 31	03 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CW 25 31 09 07 Previous Filing #:		CW 25 31 03 08.pdf CW 25 31 strike-thru.pdf
Approved	Telecommunications property Enhancement Endorsement	CW 26 37	03 08	Endorsement/Amendment/Conditions		0.00	CW 26 37 03 08.pdf
Approved	Telecommunications Earthquake Coverage	CW 26 38	03 08	Endorsement/Amendment/Conditions		0.00	CW 26 38 03 08.pdf
Approved	Telecommunications Flood Coverage	CW 26 39	03 08	Endorsement/Amendment/Conditions		0.00	CW 26 39 03 08.pdf
Approved	Telecommunications Pollution Clean Up	CW 26 41	03 08	Endorsement/Amendment/Conditions		0.00	CW 26 41 03 08.pdf

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

RURAL UTILITIES SERVICE, DEPARTMENT OF AGRICULTURE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
COMMERCIAL CRIME POLICY
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL OUTPUT PROGRAM

- A.** In compliance with 7 CFR § 1788.5, the insurer agrees with the Rural Utilities Service (RUS) as follows:
1. That this endorsement forms a part of the original policy.
 2. Changes in policy forms or endorsements, as a result of approval by a regulatory authority, will be submitted to the Rural Utilities Service prior to use for a borrower of said Administration.
 3. That it will mail to said Administration, at least 10 days before the effective date thereof, notice of cancellation or termination of said policy.
 4. That each endorsement subsequently issued will be come a part of said original policy.
- B.** If the RUS Borrower is a subsidiary of a parent corporation, the Insurer agrees with the Rural Utilities Service, as follows:
1. That this endorsement forms a part of the original policy.
 2. Changes in policy forms or endorsements, as a result of approval by a regulatory authority, will be submitted to the Rural Utilities Service prior to use for a borrower of said Administration.
 3. That it will mail to said Administration, at least 10 days before the effective date thereof, notice of cancellation or termination of said policy, or cessation of coverage for any reason of any affiliate or subsidiary of the assured, which is a borrower from the administration.
 4. That each endorsement subsequently issued will become a part of said original policy.
- C.** If the RUS Borrower is a cooperative or mutual organization, the insurer agrees with the Rural Utilities Services, as follows:
1. "Endorsement Waiving Immunity From Tort Liability": The Insurer agrees with the Rural Utilities Service that such insurance as is afforded by the policy applies subject to the following provisions:
 - a. The company agrees that it will not use, either in the adjustment of claims or in the defense of suits against the Insured, the immunity of the insured from tort liability, unless requested by the Insured to interpose such defense.
 - b. The Insured agrees that the waiver of the defense of immunity shall not subject the company to liability of any portion of a claim, verdict or judgment in excess of the limits of liability stated in the policy.
 - c. The company agrees that if the Insured is relieved of liability because of its immunity, either by interposition of such defense at the request of the Insured or by voluntary action of a court, the insurance applicable to the injuries on which such suit is based, to the extent to which it would otherwise have been available to the insured, shall apply to officers and employees of the insured in their capacity as such; provided that all defenses other than immunity from tort liability, which would be available to the company but for said immunity in suits against the Insured or against the company under the policy shall be available to the company with respect to such officers and employees in suits against such officers and employees or against the company under the policy.

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 3. That it will mail to said Administration, at least 10 days before the effective date thereof, notice of cancellation or termination of said policy, or cessation of coverage for any reason of any affiliate or subsidiary of the assured, which is a borrower from the administration.
 4. That each endorsement subsequently issued will become a part of said original policy.
- C.** If the RUS Borrower is a cooperative or mutual organization, the insurer agrees with the Rural Utilities Services, as follows:
1. "Endorsement Waiving Immunity From Tort Liability": The Insurer agrees with the Rural Utilities Service that such insurance as is afforded by the policy applies subject to the following provisions:
 - a. The company agrees that it will not use, either in the adjustment of claims or in the defense of suits against the Insured, the immunity of the insured from tort liability, unless requested by the Insured to interpose such defense.
 - b. The Insured agrees that the waiver of the defense of immunity shall not subject the company to liability of any portion of a claim, verdict or judgment in excess of the limits of liability stated in the policy.
 - c. The company agrees that if the Insured is relieved of liability because of its immunity, either by interposition of such defense at the request of the Insured or by voluntary action of a court, the insurance applicable to the injuries on which such suit is based, to the extent to which it would otherwise have been available to the insured, shall apply to officers and employees of the insured in their capacity as such; provided that all defenses other than immunity from tort liability, which would be available to the company but for said immunity in suits against the Insured or against the company under the policy shall be available to the company with respect to such officers and employees in suits against such officers and employees or against the company under the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ THIS CAREFULLY.

TELECOMMUNICATIONS PROPERTY ENHANCEMENT ENDORSEMENT

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement. Coverage is subject to the "terms" of this endorsement and to the "terms" of the policy to which it is attached, except as amended by this endorsement.

DEFINITIONS

The following is added to Item 14., "Hardware":

- e. digital switching equipment, and head end equipment.

PROPERTY COVERED

1. Item 1.g. under BUILDING PROPERTY is deleted and replaced by the following:
 - g. the following property:
 - 1) radio and television towers, antennas, satellite dishes, masts, lead-in wiring, and guy wires. This includes foundations and any other property that is permanently attached to any of these types of property;
 - 2) awnings or canopies; and
 - 3) fences;
2. Under BUSINESS PERSONAL PROPERTY, the following is added to Item 1., Covered Business Personal Property:
 - a. telephone or television cable line that is owned by "you" and buried underground, but not under water;
 - b. pay telephones and booths; and
 - c. telephone system nodes, cabinets, and co-located equipment.

The within 1,000 feet of a "covered location" restriction does not apply to property covered in a., b., or c. above.

PROPERTY NOT COVERED

Under Property Not Covered, the following is added:

1. **Submerged Lines** -- "We" do not cover telephone or television cable lines while submerged in a body of water.
2. **Poles and Pole Mounted Equipment** -- "We" do not cover poles and pole mounted equipment, including supporting structures, except as provided under Supplemental Coverages.

COVERAGE EXTENSIONS

The following are added under Coverage Extensions:

1. **Leased Property** -- "We" cover direct physical loss caused by a covered peril to property "you" own and lease to "your" customer under a written lease agreement.

The most we will pay under this extension is \$20,000 per location but not more than \$100,000 for all locations during the policy period.

The coverage provided by this extension is excess over any valid or collectible insurance maintained by your customer.

2. **Lost Key Consequential Loss** -- If a master or grand master key is lost or damaged by a covered peril, "we" will pay for the actual cost of keys, the cost of adjusting locks to accept new keys, or the cost of new locks, if required, of like kind and quality including the cost of their installation.

The most "we" will pay under this Coverage Extension for all amounts incurred is \$10,000. No deductible applies to this Coverage Extension.

SUPPLEMENTAL COVERAGES

The following is added under Supplemental Coverages:

Poles and Pole Mounted Equipment -- "We" cover direct physical loss caused by a covered peril to:

- a. telephone poles and their supporting structures;
- b. mounted telephone lines; and
- c. mounted cable television lines.

The most "we" will pay under this Supplemental Coverage is \$100,000 for the sum of all covered losses occurring during each separate 12-month period of this policy.

A \$10,000 deductible applies to this Supplemental Coverage.

The within 1,000 feet of a "covered location" restriction does not apply to this Supplemental Coverage.

OTHER CONDITIONS

The following is added to Other Conditions with respect to the coverage provided by this endorsement:

Other Insurance -- If this policy includes a Coverage Part or an Endorsement which provides coverage for loss or damage covered by one or more of the provisions of this endorsement, the "limit" and the coverage provided by this endorsement are deleted and replaced by the "limit" and coverage provided by that Coverage Part or Endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TELECOMMUNICATIONS EARTHQUAKE COVERAGE

Provisions under this endorsement do not apply to "mobile equipment" and the Supplemental Marine Coverages.

All other "terms" of this policy apply.

PERILS COVERED

Earthquake Coverage -- "We" cover direct physical loss caused by:

1. earthquake; and
2. volcanic eruption, meaning the eruption, explosion, or effusion of a volcano.

PERILS EXCLUDED

1. Item 1.b., Earth Movement, under Perils Excluded, is deleted and replaced by the following:

- b. **Earth Movement or Volcanic Eruption**

- 1) "We" do not pay for:
 - a) loss caused by earthquake or volcanic eruption that begins before the inception date of this coverage;
 - b) loss caused by blasting (other than volcanic explosion), landslide, mine subsidence, mudflow, or mudslide even if caused by earthquake or volcanic eruption; or
 - c) loss caused directly or indirectly by "flood", tidal wave, or tsunami even if such "flood", tidal wave, or tsunami is attributable to an earthquake or volcanic eruption.
 - d) loss caused by earth sinking, rising, or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

- 2) However, with respect to item 1.b.1(a) above, "we" will pay for loss caused by earthquake or volcanic eruption that occurs on or after the inception of the coverage provided by this endorsement, if:
 - a) the series of earthquake shocks or volcanic eruptions began within 72 hours prior to the inception of the coverage provided by this endorsement; and
 - b) the coverage provided by this endorsement is a renewal of earthquake coverage that did not include coverage for loss caused by earthquake or volcanic eruption beyond the expiration date of the policy.

HOW MUCH WE PAY

The following is added to How Much We Pay with respect to the coverage provided by this endorsement:

Limit That Applies To Earthquake Coverage --

The most we will pay for loss or damage caused by or resulting from earthquake or volcanic eruption is \$1,000,000 or the applicable limit for Covered Property, whichever is less.

If fire, explosion, or "volcanic action" occur as a result of earthquake or volcanic eruption covered by this endorsement, the most "we" will pay for the total of all loss caused by earthquake or volcanic eruption and fire, explosion, or "volcanic action" is the "limit" that applies to loss caused by fire, explosion, or "volcanic action". "We" will not pay the sum of the "limit" that applies to earthquake and the "limit" that applies to loss caused by fire, explosion, or "volcanic action".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TELECOMMUNICATIONS FLOOD COVERAGE

Provisions under this endorsement do not apply to "mobile equipment" and the Supplemental Marine Coverages.

All other "terms" of this policy apply.

DEFINITIONS

Item 13., "Flood", under Definitions is deleted and replaced by the following:

"Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not and whether caused by natural, accidental, or artificial means. This includes spray that results from these whether driven by wind or not.

PERILS COVERED

Flood Coverage -- "We" cover direct physical loss caused by "flood".

However, "we" do not pay for "flood" loss or damage that begins before or within 72 hours after the inception date of the coverage provided by this endorsement.

If "you" request an increase in the "limit" for the coverage provided by this endorsement, that increase will not apply to loss or damage that begins before or within 72 hours after "your" request was made.

"Flood" involving the overflow of a body of water begins when the water first overflows its banks.

PERILS EXCLUDED

The following is added under item 2. of Perils Excluded:

Land Destabilization -- "We" do not pay for loss or damage caused by or that results from destabilization of land due to the accumulation of water in sub-surface land areas.

HOW MUCH WE PAY

The following are added to How Much We Pay with respect to the coverage provided by this endorsement:

Limit That Applies To Flood Coverage -- The most "we" will pay for loss or damage caused by or resulting from "flood" is \$1,000,000 or the applicable "limit" for Covered Property, whichever is less.

If fire, explosion, or sprinkler leakage occurs as a result of "flood", the most "we" will pay for the total of all loss caused by "flood" and fire, explosion, or sprinkler leakage is the "limit" that applies to loss caused by fire, explosion, or sprinkler leakage. "We" will not pay the sum of the "limit" that applies to "flood" and the "limit" that applies to loss caused by fire, explosion, or sprinkler leakage.

If a single occurrence begins during one annual policy period and ends during the following annual policy period, the "limit" applicable to the following annual policy period will not apply to that occurrence.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TELECOMMUNICATIONS POLLUTION CLEAN UP

(The entries required to complete this endorsement will be shown below, or on the declarations.)

This policy is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

DEFINITIONS

With respect to the coverage provided by this endorsement, Item 22, "Pollutant", is deleted and replaced by the following:

22. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, petroleum products, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

SUPPLEMENTAL COVERAGES

With respect to the coverage provided by this endorsement, Item 8., Pollutant Cleanup and Removal, is deleted and replaced by the following:

8. **Pollutant Cleanup and Removal** -- "We" will pay for the cleanup of "pollutants" emanating from aboveground storage tanks and/or transformers, whether off-premises or on-premises, resulting from an accident, provided that the discharge, dispersal, release, or escape of such "pollutants" is abrupt, sudden, unexpected, unintended and immediate.

This coverage only applies to losses occurring and reported during the policy period.

"We" will not pay for the cleanup of any other type of pollution; including, but not limited to, pollution directly or indirectly caused by repeated or continuous leakage or seepage, or for any fine or penalty imposed upon you as a result of pollution. However, cleanup may include testing required by a governmental pollution control agency.

\$_____ is the most "we" will pay for loss or damage in any one occurrence. Coverage only applies if a "limit" of insurance is indicated.

A \$500 deductible applies to each occurrence of loss or damage covered under this endorsement.

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Rate Information

Rate data does NOT apply to filing.

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Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
Approved	Exception Pages	Exception Page RUP-1 - 4	Replacement	03-08 Manual-AR, GA, KY, MS, OK, TN.pdf

**ACADIA INSURANCE COMPANY
CONTINENTAL WESTERN INSURANCE COMPANY
UNION INSURANCE COMPANY**

**COMMERCIAL LINES MANUAL
DIVISION NINE - MULTIPLE LINE
COMMERCIAL PACKAGE POLICY SUBDIVISION**

EXCEPTION TO I.S.O. - ADDITIONAL PROGRAM

TELECOMMUNICATIONS PROGRAM

COMPLIANCE WITH RURAL UTILITIES SERVICE REQUIREMENTS OF USDA

- A. Refer to 7 CFR § 1788.1 – 1788.55 for specific insurance requirements applicable to utility borrowers.
- B. Attach Rural Utilities Service Endorsement **CW 25 31** to all policies.

PACKAGE MODIFICATION FACTORS

The following package modification factors will apply to this program:

Package Modification Assignment (PMA)	Type of Policy Code	Premium From CLM Division					AAIS Inland Marine
		One	Three	Five	Six	All Other Divisions	
		Auto	Crime	Property	Liability		
Telecommunications Program	76	1.00	0.50	0.66	0.73	1.00	0.66

The following is added to paragraph A.1.:

The Commercial Output Program Property Coverage Part may also be substituted for the above Commercial Property Coverage Part requirement.

COMMERCIAL AUTOMOBILE COVERAGES

A. Physical Damage Coverage

- 1. Comprehensive Deductibles
 - a. Full Glass Comprehensive Coverage

For those autos needing full glass coverage, use Full Glass Comprehensive Coverage, **CW 30 73**.
A flat \$25 per vehicle is charged when this coverage is applicable.

B. Accidental Discharge Coverage – Property Damage

- 1. Use Accidental Discharge Coverage – Property Damage, **CW 30 71**, to provide “property damage” as a result of accidental discharge of pollutants during the delivery process. A \$500 deductible applies to each loss covered under the **CW 30 71**.
- 2. Rates

<u>Limit of Liability</u>	<u>Charge</u>
\$25,000	\$300
\$50,000	\$550
\$75,000	\$775
\$100,000	\$950

The charge for this coverage will not be subject to adjustment.

**ACADIA INSURANCE COMPANY
CONTINENTAL WESTERN INSURANCE COMPANY
UNION INSURANCE COMPANY**

**COMMERCIAL LINES MANUAL
DIVISION NINE - MULTIPLE LINE
COMMERCIAL PACKAGE POLICY SUBDIVISION**

EXCEPTION TO I.S.O. - ADDITIONAL PROGRAM

TELECOMMUNICATIONS PROGRAM (continued)

COMMERCIAL PROPERTY COVERAGES

- A.** Attach Telecommunications Property Enhancement Endorsement **CW 24 88 US** to all policies. The charge for this endorsement will be 10% of the Building, Personal Property, Business Income, and Stock premium, subject to a minimum premium of \$300 and a maximum premium of \$1,000. The premium for this endorsement is not subject to modification.
- B. Flood**
1. To provide coverage for flood, attach Telecommunications Flood Coverage Endorsement **CW 25 34**.
 2. Multiply the Total Insured Value (TIV), regardless of the number of locations or values, by \$0.01 per \$100 of TIV.
- No further rate modifications apply to this coverage.
- C. Earthquake**
1. To provide coverage for earthquake, attach Telecommunications Earthquake Coverage Endorsement **CW 26 31 US**.
 2. Multiply the Total Insured Value (TIV), regardless of the number of locations or values, by \$0.01 per \$100 of TIV.
- No further rate modifications apply to this coverage.
- D. Pollution Cleanup**
1. To provide coverage for clean-up costs associated with abrupt, sudden, unexpected, unintended and immediate discharge of pollutants from above ground tanks and transformers, attach Telecommunications Pollution Clean Up endorsement **CW 25 32**.
 2. Premium Development

Flat charge per policy:

<u>Limit Per Occurrence</u>	<u>Rate</u>
\$25,000	\$300
\$50,000	\$500
\$75,000	\$750
\$100,000	\$1,000

\$500 per loss deductible applies.

No further rate modifications apply to this coverage.

ACADIA INSURANCE COMPANY
CONTINENTAL WESTERN INSURANCE COMPANY
UNION INSURANCE COMPANY

COMMERCIAL LINES MANUAL
DIVISION NINE - MULTIPLE LINE
COMMERCIAL PACKAGE POLICY SUBDIVISION

EXCEPTION TO I.S.O. - ADDITIONAL PROGRAM

TELECOMMUNICATIONS PROGRAM (continued)

COMMERCIAL PROPERTY COVERAGES - Commercial Output Policy

A. Attach Telecommunications Property Enhancement Endorsement **CW 26 37** to all policies. The premium for this endorsement will be contemplated in the use of Deficiency Points. No further rate modifications apply.

B. Flood

1. To provide coverage for flood, attach Telecommunications Flood Coverage Endorsement **CW 26 39**.
2. The premium for this endorsement will be contemplated in the use of Deficiency Points.

No further rate modifications apply to this coverage.

C. Earthquake

1. To provide coverage for earthquake, attach Telecommunications Earthquake Coverage Endorsement **CW 26 38**.
2. The premium for this endorsement will be contemplated in the use of Deficiency Points.

No further rate modifications apply to this coverage.

D. Pollution Clean Up

1. To provide coverage for clean up costs associated with abrupt, sudden, unexpected, unintended and immediate discharge of pollutants from above ground tanks and transformers, attach Telecommunications Pollution Clean Up endorsement **CW 26 41**.
2. Premium Development

Flat charge per policy:

<u>Limit Per Occurrence</u>	<i>Rate</i>
\$25,000	\$300
\$50,000	\$500
\$75,000	\$750
\$100,000	\$1,000

\$500 per loss deductible applies.

No further rate modifications apply to this coverage.

**ACADIA INSURANCE COMPANY
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**COMMERCIAL LINES MANUAL
DIVISION NINE - MULTIPLE LINE
COMMERCIAL PACKAGE POLICY SUBDIVISION**

EXCEPTION TO I.S.O. - ADDITIONAL PROGRAM

TELECOMMUNICATIONS PROGRAM (continued)

COMMERCIAL GENERAL LIABILITY COVERAGES

- A. Attach Telecommunications Liability Enhancement Endorsement **CW 18 05** to all policies.
- B. If a Railroad Easement Agreement is needed, attach Telecommunications Railroad Easement Agreements Endorsement **CW 30 74**.
The premium charge for this endorsement is \$750.
No further rate modifications apply.
- C. **Internet Service Provider Liability**
 - 1. To provide liability for the insured if they are an internet service provider, attach Internet Service Provider Liability Coverage Endorsement **CW 30 75**.
 - 2. Premium Development
 - a. Internet Service Provider (ISP) only

<u>Limit</u>	<u>Premium</u>
\$300,000	\$100
\$500,000	\$150
\$1,000,000	\$175

- b. ISP also engaged in internet site development, production and/or publishing

<u>Limit</u>	<u>Premium</u>
\$300,000	\$250
\$500,000	\$375
\$1,000,000	\$438

No further rate modifications apply to this coverage.

INLAND MARINE COVERAGES

- A. Attach Telecommunications Described Property Form **IM 50 14** to all policies.

I.S.O. AND COMPANY RULES REFERENCE

For rules not specifically mentioned for the Telecommunications Program, use the rates/loss costs and rules filed by I.S.O., AAIS, or Company exceptions.

SERFF Tracking Number: UNON-125467989 State: Arkansas
First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10031652 \$50
Company Tracking Number: 08-MP-FM-3
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP
Liability
Product Name: 2008 Pkg Form/Rule Filings
Project Name/Number: 03-08 AR Pkg Rule/Co. Form Filing/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 02/14/2008

Comments:

Attachment:

03-08 Rural Telephone MP RuleForm Filing Trans Doc.pdf

Property & Casualty Transmittal Document

<p>1. Reserved for Insurance Dept. Use Only</p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
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4a.	Rate Change by Company (As Proposed)						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5. Overall Rate Information (Complete for Multiple Company Filings only)			
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	