

SERFF Tracking Number: AMLX-125582546 State: Arkansas
Filing Company: American Alternative Insurance Corporation State Tracking Number: EFT \$50
Company Tracking Number: GL AR0245401F01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Special Districts Insurance Program
Project Name/Number: General Liability Pollution Form/Rule Filing/GL AR0245401F01

Filing at a Glance

Company: American Alternative Insurance Corporation

Product Name: Special Districts Insurance SERFF Tr Num: AMLX-125582546 State: Arkansas

Program

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: GL AR0245401F01 State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: SPI

Disposition Date: 03/28/2008

AmericanAlternativeInsurance

Date Submitted: 03/27/2008

Disposition Status: Approved

Effective Date Requested (New): 07/01/2008

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: General Liability Pollution Form/Rule Filing

Status of Filing in Domicile:

Project Number: GL AR0245401F01

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 03/28/2008

State Status Changed: 03/28/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

American Alternative Insurance Corporation is submitting for your review the enclosed General Liability filing. This filing applies to our Rural Special Districts Insurance Services (RSDIS) Program which is currently on file with your department.

The purpose of this filing is to introduce new and revised forms as described in the enclosed explanatory memorandum.

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We propose that this filing apply to all policies effective on or after July 1, 2008.

Your early approval/acknowledgment is appreciated.

Should you have any questions or need any additional information, please do not hesitate to ask. Thank you in advance for your prompt attention to this filing.

Sincerely,

Melissa Jacobson
State Filings Analyst
(609) 243-4840
mjacobson@munichreamerica.com

Company and Contact

Filing Contact Information

Melissa Jacobson, State Filing Analyst mjacobson@munichreamerica.com
555 College Road East (800) 305-4954 [Phone]
Princeton, NJ 08543-5241 (609) 275-2147[FAX]

Filing Company Information

American Alternative Insurance Corporation CoCode: 19720 State of Domicile: Delaware
555 College Road East Group Code: 361 Company Type:
Princeton,, NJ 08543-5241 Group Name: Munich Re Group State ID Number:
(800) 305-4954 ext. [Phone] FEIN Number: 52-2048110

Filing Fees

Fee Required? Yes

SERFF Tracking Number: AMLX-125582546 State: Arkansas
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Product Name: Special Districts Insurance Program
Project Name/Number: General Liability Pollution Form/Rule Filing/GL AR0245401F01
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: MJ-031908k \$ 50.00 1700000305 03/24/2008
Per Company: No

SERFF Tracking Number: AMLX-125582546 State: Arkansas
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Alternative Insurance Corporation	\$50.00	03/27/2008	19017666

SERFF Tracking Number: AMLX-125582546 State: Arkansas
Filing Company: American Alternative Insurance Corporation State Tracking Number: EFT \$50
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/28/2008	03/28/2008

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Supporting Document	SGL405 with revision marks	Approved	Yes
Supporting Document	SGL406 with revision marks	Approved	Yes
Supporting Document	AR - FORM FILING ABSTRACT F-1	Approved	Yes
Supporting Document	AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4/30/03))	Approved	Yes
Supporting Document	AR - NAIC FORM FILING SCHEDULE	Approved	Yes
Form	Pollution Exclusion - Named Peril Limited Exception For A Short-Term Pollution Event	Approved	Yes
Form	Total Pollution Exclusion With A Building Heating, Cooling and Dehumidifying Equipment Exception And A Hostile Fire Exception And Optional Named Peril(s) Exception	Approved	Yes
Form	Pollution Amendment	Approved	Yes

SERFF Tracking Number: AMLX-125582546 State: Arkansas
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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Special Districts Insurance Program
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Pollution Exclusion - Named Peril Limited Exception For A Short-Term Pollution Event	SGL405	(10-07)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 SGL405 Previous Filing #:		SGL405.PD F
Approved	Total Pollution Exclusion With A Building Heating, Cooling and Dehumidifying Equipment Exception And A Hostile Fire Exception And Optional Named Peril(s) Exception	SGL406	(10-07)	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 SGL406 Previous Filing #:		SGL406.PD F
Approved	Pollution Amendment	SGL409	(02-08)	Endorsement/Amendment/Conditions New		0.00	SGL409.PD F

POLLUTION EXCLUSION—NAMED PERIL LIMITED EXCEPTION FOR A SHORT-TERM POLLUTION EVENT

This endorsement modifies insurance provided under the following:

SPECIAL DISTRICTS GENERAL LIABILITY COVERAGE PART

SCHEDULE

Short-Term Pollution Event Limit of Insurance

\$ _____ Each Short-Term Pollution Event

\$ _____ Annual Short-Term Pollution Event Aggregate

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following replaces Exclusion p. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

p. Pollution

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air within), watercourse or other body of water, including underground water.

This exclusion does not apply:

- (1) To "bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and is caused by smoke, fumes, vapor or soot from equipment used to heat that building.
- (2) To "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
 - (a) At any premises, site or location which is or was at any time used by any insured or others for the handling, storage, disposal, processing or treatment of waste; or
 - (b) At any premises, site or location on which any insured or other contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants" except to the extent coverage is provided in Paragraph (3) below.
- (3) To "bodily injury" or "property damage" which occur or take place as a result of your operations provided the "bodily injury" or "property damage" is not otherwise excluded in whole or part and arises out of the following:
 - (a) "Potable water" which you supply to others;
 - (b) Chemicals you use in your water or wastewater treatment process;
 - (c) Natural gas or propane gas you use in your water or wastewater treatment process;

- (d) Application of pesticide or herbicide if such application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government;
- (e) Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, but only if:
 - (i) The fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them; and
 - (ii) The fuels, lubricants or other operating fluids are not:
 - (a) Intentionally discharged; or
 - (b) Brought on or to a premises, site or location with the intent to be discharged as part of the operations being performed by an insured, contractor or subcontractor.
- (4) To "bodily injury" or to "property damage" to a building or its contents if such "bodily injury" or "property damage" is caused by the escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if "property damage" occurs away from land you own or lease;
- (5) This exclusion shall also not apply to "bodily injury" or "property damage" arising out of a "short-term pollution event", including any "clean-up costs" associated with the "short-term pollution event", provided the "short-term pollution event" would not have taken place but for a "named peril" having occurred and you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

Paragraph (3), (4) and (5) of this exclusion only apply if the discharge is accidental, unintended and stopped as soon as possible. The entirety of any discharge or series of related discharges will be deemed a single discharge regardless of the length of time over which the "pollutants" are released. The entirety of any discharge or series of related discharges will be deemed to have only occurred at the date the earliest discharge commenced.

This insurance does not apply to any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

Discharge as used in this exclusion includes dispersal, seepage, migration, release or escape.

B. LIMITS OF INSURANCE:

The following is added to **SECTION III – LIMITS OF INSURANCE:**

- 8. Subject to Paragraphs 1., 2. and 3. above:
 - a. The Annual Short-Term Pollution Event Aggregate Limit of Insurance shown in the Schedule above is the most we will pay for all "bodily injury and "property damage" including "clean-up costs" which occurs during the policy period. If the policy period shown in the Declarations is for a term of more than one year, we will apply the Annual Short-Term Pollution Event Aggregate Limit of Insurance separately to each consecutive 12-month period of the policy period.

- b. Subject to 8.a. above, the Each Short-Term Pollution Event Limit of Insurance shown in the Schedule above is the most we will pay for "bodily injury" and "property damage", including any "clean-up costs", arising out of one "short-term pollution event".

These limits of insurance are part of and not in addition to the applicable limits of insurance for "bodily injury" and "property damage".

C. For the purposes of the coverage provided by this endorsement, the following definitions are added to SECTION V – DEFINITIONS:

1. "Clean-up cost" means expenses for the removal or neutralization of "pollutants".
2. "Named Peril" means:
 - a. Lightning, windstorm or earthquake;
 - b. Explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn of a tank, a vessel, machinery, equipment, or other similar apparatus or device (other than an "auto"), including any attached piping, pumps or valves, if the explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn is not caused by deterioration, corrosion, erosion, decay, rotting or wear and tear; or
 - c. Vandalism or malicious mischief by someone other than an insured.
3. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:
 - a. Begins during the policy period;
 - b. Begins at an identified time and place;
 - c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";
 - d. Occurs on or at "your worksite";
 - e. Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same "pollutant" from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;
 - f. Does not originate from an "underground storage tank"; and
 - g. Is not heat, smoke or fumes from a "hostile fire".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together:

- (1) Must satisfy provisions **a.** through **g.** of this definition to be considered a "short-term pollution event"; and
 - (2) Will be considered to be one "short-term pollution event".
4. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.
 5. "Your worksite" means any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are working. "Your worksite" does not include any premises, site or location which currently is, or was at any time, a premises, site or location, owned or occupied by or rented or loaned to you.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION AND OPTIONAL NAMED PERIL(S) EXCEPTION

This endorsement modifies insurance provided under the following:

SPECIAL DISTRICTS GENERAL LIABILITY COVERAGE PART

SCHEDULE

Optional Named Perils
1.
2.
3.
4.
5.
* If no information is completed, then this Schedule does not apply per q.2.(c) below.

Exclusion **p.** under Paragraph **2.**, **Exclusions** of **Section I—Coverage A—Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

p. Pollution

1. Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

2. "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. This exclusion does not apply to:
- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
 - (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
 - (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
 - (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".
 - (c) "Bodily injury" or "property damage" arising out of the named peril(s) in the above Schedule (if no entry, then this provision (c) does not apply).

POLLUTION AMENDMENT

This endorsement modifies insurance provided under the following:

SPECIAL DISTRICTS GENERAL LIABILITY COVERAGE PART

The following changes are made to Exclusion **p.** under Paragraph **2.**, **Exclusions of Section I—Coverage A—Bodily Injury And Property Damage Liability:**

1. In subparagraph (3)(e)(i), the word “or” following the semi-colon is amended to “and”;
2. The last sentence of the paragraph beginning “Paragraph (3) and (4)” is amended to read:

The entirety of any discharge or series of related discharges will be deemed to have only occurred at the date the earliest discharge commenced.

3. The following provision is added to Exclusion **p.**:

This insurance does not apply to any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or
- (b) Claim or “suit” by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”.

However, this paragraph does not apply to liability for damages because of “property damage” that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or “suit” by or on behalf of a governmental authority.

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Special Districts Insurance Program
Project Name/Number: General Liability Pollution Form/Rule Filing/GLAR0245401F01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Review Status: Approved	03/28/2008
Comments:		
Attachment: AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF		
Satisfied -Name: Explanatory Memo	Review Status: Approved	03/28/2008
Comments:		
Attachment: Explanatory Memo.PDF		
Satisfied -Name: SGL405 with revision marks	Review Status: Approved	03/28/2008
Comments:		
Attachment: SGL405 with revision marks.PDF		
Satisfied -Name: SGL406 with revision marks	Review Status: Approved	03/28/2008
Comments:		
Attachment: SGL406 with revision marks.PDF		
Satisfied -Name: AR - FORM FILING ABSTRACT F-1	Review Status: Approved	03/28/2008
Comments:		
Attachment: AR - FORM FILING ABSTRACT F-1.PDF		

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Satisfied -Name: AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4/30/03))
Review Status: Approved 03/28/2008

Comments:

Attachment:

AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4_30_03)).PDF

Satisfied -Name: AR - NAIC FORM FILING SCHEDULE
Review Status: Approved 03/28/2008

Comments:

Attachment:

AR - NAIC FORM FILING SCHEDULE.PDF

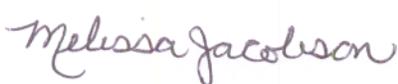
Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #			
Munich Re Group	0361			
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
American Alternative Insurance Corporation	DE	19720	52-2048110	

5. Company Tracking Number	GL AR0245401F01
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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
	Melissa R. Jacobson 555 College Road East Princeton NJ 08543-5241	State Filing Analyst	800-305-4954 Ext. 4840	609-275-2147	mjacobson@munichreamerica.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Melissa R. Jacobson		

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

9.	Type of Insurance (TOI)	17.0 Other Liability - Claims Made/Occurrence
10.	Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	N/A
12.	Company Program Title (Marketing Title)	Rural Special Districts Insurance Services Program
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" 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: 07/01/2008 Renewal: 07/01/2008
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	NA
17.	Reference Organization # & Title	NA
18.	Company's Date of Filing	03/27/2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	GL AR0245401F01
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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American Alternative Insurance Corporation is submitting for your review the enclosed General Liability filing. This filing applies to our Rural Special Districts Insurance Services (RSDIS) Program which is currently on file with your department.

The purpose of this filing is to introduce new and revised forms as described in the enclosed explanatory memorandum.

We propose that this filing apply to all policies effective on or after July 1, 2008.

Your early approval/acknowledgment is appreciated.

Should you have any questions or need any additional information, please do not hesitate to ask. Thank you in advance for your prompt attention to this filing.

Sincerely,

Melissa Jacobson
 State Filings Analyst
 (609) 243-4840
 mjacobson@munichreamerica.com

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 #:	EFT	
	Amount:	\$50.00	
	MJ-031908k	\$ 50.00	1700000305 03/24/2008
	Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.		

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

RURAL SPECIAL DISTRICTS INSURANCE SERVICES PROGRAM
GENERAL LIABILITY FORM FILING

Forms List

Form #	Edit Date	Replaces	Title
SGL 405 (10-07)		SGL 405 (01-06)	Pollution Exclusion- Named Peril Limited Exception For A Short Term Pollution Event
Optional – Clarification – No Premium Impact			
SGL 406 (10-07)		SGL 406 (01-06)	Total Pollution Exclusion With A Building Heating, Cooling and Dehumidifying Equipment Exception And A Hostile Fire Exception and Optional Named Peril(s) Exception
Optional – Clarification – No Premium Impact			
SGL 409 (02-08)		NEW	Pollution Amendment
Mandatory – Clarification – No Premium Impact			

Forms Explanatory

SGL 405 (10-07) Pollution Exclusion – Named Peril Limited Exception For a Short-Term Pollution Event. The following changes were made to this endorsement, to correct and clarify its intent.

1. In subparagraph (3)(e)(i), the word “or” following the semi-colon is amended to “and”;
2. The last sentence of the paragraph beginning “Paragraph (3) and (4)” is amended by adding the word ‘only’ before ‘occurred’.
3. The ‘clean up’ ISO pollution language provision is added along with the ‘property damage’ exception, clarifying that this insurance similar to ISO’s pollution exclusion does not apply to ‘clean up’.

SGL 406 (10-07) Total Pollution Exclusion With A Building Heating, Cooling and Dehumidifying Equipment Exception And A Hostile Fire Exception and Optional Named Peril(s) Exception - A paragraph is added clarifying that the clean up exclusion does not apply to liability for damages that would be covered as property damages.

SGL 409 (02-08) Pollution Amendment - This is a mandatory endorsement to be attached to the General Liability Coverage Form. The following changes were made to this endorsement, to correct a typographical error and clarify its intent.

1. In subparagraph (3)(e)(i), the word “or” following the semi-colon is amended to “and”;
2. The last sentence of the paragraph beginning “Paragraph (3) and (4)” is amended by adding the word ‘only’ before ‘occurred’.
3. The ‘clean up’ ISO pollution language provision is added along with the ‘property damage’ exception, clarifying that this insurance similar to ISO’s pollution exclusion does not apply to ‘clean up’.

POLLUTION EXCLUSION—NAMED PERIL LIMITED EXCEPTION FOR A SHORT-TERM POLLUTION EVENT

This endorsement modifies insurance provided under the following:

SPECIAL DISTRICTS GENERAL LIABILITY COVERAGE PART

SCHEDULE

Short-Term Pollution Event Limit of Insurance

\$ _____ Each Short-Term Pollution Event

\$ _____ Annual Short-Term Pollution Event Aggregate

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following replaces Exclusion p. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

p. Pollution

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused. Pollution includes the actual, alleged, or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous. Environment includes any air, land, structure (or the air within), watercourse or other body of water, including underground water.

This exclusion does not apply:

- (1) To "bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and is caused by smoke, fumes, vapor or soot from equipment used to heat that building.
- (2) To "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
 - (a) At any premises, site or location which is or was at any time used by any insured or others for the handling, storage, disposal, processing or treatment of waste; or
 - (b) At any premises, site or location on which any insured or other contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants" except to the extent coverage is provided in Paragraph (3) below.
- (3) To "bodily injury" or "property damage" which occur or take place as a result of your operations provided the "bodily injury" or "property damage" is not otherwise excluded in whole or part and arises out of the following:
 - (a) "Potable water" which you supply to others;
 - (b) Chemicals you use in your water or wastewater treatment process;
 - (c) Natural gas or propane gas you use in your water or wastewater treatment process;

- (d) Application of pesticide or herbicide if such application meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government;
- (e) Fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, but only if:
 - (i) The fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them; ~~or~~ and
 - (ii) The fuels, lubricants or other operating fluids are not:
 - (a) Intentionally discharged; or
 - (b) Brought on or to a premises, site or location with the intent to be discharged as part of the operations being performed by an insured, contractor or subcontractor.
- (4) To "bodily injury" or to "property damage" to a building or its contents if such "bodily injury" or "property damage" is caused by the escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if "property damage" occurs away from land you own or lease;
- (5) This exclusion shall also not apply to "bodily injury" or "property damage" arising out of a "short-term pollution event", including any "clean-up costs" associated with the "short-term pollution event", provided the "short-term pollution event" would not have taken place but for a "named peril" having occurred and you notify us of the "short-term pollution event" as soon as practicable, but no more than fourteen (14) days after its ending.

Paragraph (3), (4) and (5) of this exclusion only apply if the discharge is accidental, unintended and stopped as soon as possible. The entirety of any discharge or series of related discharges will be deemed a single discharge regardless of the length of time over which the "pollutants" are released. The entirety of any discharge or series of related discharges will be deemed to have only occurred at the date the earliest discharge commenced.

This insurance does not apply to any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

Discharge as used in this exclusion includes dispersal, seepage, migration, release or escape.

B. LIMITS OF INSURANCE:

The following is added to **SECTION III – LIMITS OF INSURANCE:**

8. Subject to Paragraphs 1., 2. and 3. above:

- a. The Annual Short-Term Pollution Event Aggregate Limit of Insurance shown in the Schedule above is the most we will pay for all "bodily injury and "property damage" including "clean-up costs" which occurs during the policy period. If the policy period shown in the Declarations is for a term of more than one year, we will apply the Annual Short-Term Pollution Event Aggregate Limit of Insurance separately to each consecutive 12-month period of the policy period.

- b. Subject to 8.a. above, the Each Short-Term Pollution Event Limit of Insurance shown in the Schedule above is the most we will pay for "bodily injury" and "property damage", including any "clean-up costs", arising out of one "short-term pollution event".

These limits of insurance are part of and not in addition to the applicable limits of insurance for "bodily injury" and "property damage".

C. For the purposes of the coverage provided by this endorsement, the following definitions are added to **SECTION V – DEFINITIONS:**

1. "Clean-up cost" means expenses for the removal or neutralization of "pollutants".
2. "Named Peril" means:
 - a. Lightning, windstorm or earthquake;
 - b. Explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn of a tank, a vessel, machinery, equipment, or other similar apparatus or device (other than an "auto"), including any attached piping, pumps or valves, if the explosion, implosion, collapse, puncture, bursting, rupture, collision, or overturn is not caused by deterioration, corrosion, erosion, decay, rotting or wear and tear; or
 - c. Vandalism or malicious mischief by someone other than an insured.
3. "Short-term pollution event" means a discharge, dispersal, release or escape of "pollutants" which:
 - a. Begins during the policy period;
 - b. Begins at an identified time and place;
 - c. Ends, in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants";
 - d. Occurs on or at "your worksite";
 - e. Is not a repeat or resumption of a previous discharge, dispersal, release or escape of the same "pollutant" from essentially the same source within twelve (12) months of a previous discharge, dispersal, release or escape;
 - f. Does not originate from an "underground storage tank"; and
 - g. Is not heat, smoke or fumes from a "hostile fire".

To be a "short-term pollution event", the discharge, dispersal, release or escape of "pollutants" need not be continuous. However, if the discharge, dispersal, release or escape is not continuous, then all discharges, dispersals, releases or escapes of the same "pollutants" from essentially the same source, considered together:

- (1) Must satisfy provisions **a.** through **g.** of this definition to be considered a "short-term pollution event"; and
 - (2) Will be considered to be one "short-term pollution event".
4. "Underground storage tank" means any storage tank, including any attached pumps, valves or piping, buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means. For the purposes of this definition, buried means that at least 10% of it is below the surface of the ground or water.
 5. "Your worksite" means any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are working. "Your worksite" does not include any premises, site or location which currently is, or was at any time, a premises, site or location, owned or occupied by or rented or loaned to you.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION AND OPTIONAL NAMED PERIL(S) EXCEPTION

This endorsement modifies insurance provided under the following:

SPECIAL DISTRICTS GENERAL LIABILITY COVERAGE PART

SCHEDULE

Optional Named Perils
1.
2.
3.
4.
5.
* If no information is completed, then this Schedule does not apply per q.2.(c) below.

Exclusion **p.** under Paragraph **2.**, **Exclusions** of **Section I—Coverage A—Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

p. Pollution

1. Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

2. "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time. This exclusion does not apply to:

(a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or

(b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

(i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

(ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

(c) "Bodily injury" or "property damage" arising out of the named peril(s) in the above Schedule(if no entry, then this provision (c) does not apply).

ARKANSAS INSURANCE DEPARTMENT

FORM FILING ABSTRACT

ALL QUESTIONS MUST BE ANSWERED

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed 03/27/2008

2. Company Name(s) American Alternative Insurance Corporation

Group Name Munich Re Group NAIC No. 19720 Group No. 0361

3. (a) Annual Statement Line of Business Number (Page 14) 17.0001

(b) Class of Business Rural Special Districts Insurance Services Program

© Coverages Affected Pollution

4. (a) Name of Advisory Organization, if any ISO

(b) Affiliations with Advisory Organization: Member () Subscriber ()

5. Is this a reference filing? Yes () No () If yes, please provide the following:

(a) Name of Advisory Organization (or Affiliated Company)

(b) Date of Filing _____

© Filing Designation Number or Description _____

PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM

7. Has the form(s) been approved for use in your domiciliary state and/or other states?
Pending approval

8. Is the form filed in response to or due to legislation? If so, specify legislation.
No

9. Is the form in response to or due to recent court decisions? If so, give citation.
No

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Melissa Jacobson

Signature

Melissa R. Jacobson

Title

800-305-4954

Telephone Number

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
SGL405 01-06		SGL405 (10-07)	Pollution Exclusion - Named Peril Limited Exception For A Short-Term Pollution Event
SGL406 01-06		SGL406 (10-07)	Total Pollution Exclusion With A Building Heating, Cooling and Dehumidifying Equipment Exception And A Hostile Fire Exception And Optional Named Peril(s) Exception
		SGL409 (02-08)	Pollution Amendment

ARKANSAS CERTIFICATE OF COMPLIANCE

(You may print or type the information required by this form)



I, Stephen J. Corbett, Vice President of
 (Name) (Title of Authorized Officer)

American Alternative Insurance Corporation
 (Name of Insurer)

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:

- a. Arkansas Code Annotated;
- b. Arkansas Rules and Regulations;
- c. Arkansas Insurance Bulletins, Directives and Orders;
- d. Applicable filing requirements including the applicable product standards set forth in the product checklists; and
- e. Rulings and decisions of any court of this state.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate corrective action shall be taken by the commissioner against the company.

3. Pursuant to Ark. Code Ann. § 23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

4. Pursuant to Ark. Code Ann. §23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

Does this Certification apply to all the companies in this filing? <i>(Yes or No)</i> •	Yes
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If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #

Company Tracking Number • GL AR0245401F01	
Signature of Authorized Officer •	
Name of Authorized Officer •	Stephen J. Corbett
Title of Authorized Officer •	Vice President
Email address of Authorized Officer •	scorbett@munichreamerica.com
Telephone # of Authorized Officer •	609-243-5620 Ext: 5620
Date •	03/27/2008

This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3rd St., Little Rock, AR 72201, telephone: 501-371-2800, or email: information.pnc@state.ar.us

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 #	GL AR0245401F01
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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	Pollution Exclusion - Named Peril Limited Exception For A Short- Term Pollution Event	SGL405 (10-07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SGL405	
02	Total Pollution Exclusion With A Building Heating, Cooling and Dehumidifying Equipment Exception And A Hostile Fire Exception And Optional Named Peril(s) Exception	SGL406 (10-07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SGL406	
03	Pollution Amendment	SGL409 (02-08)	<input checked="" 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		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		