

SERFF Tracking Number: SFMA-125421147 State: Arkansas  
Filing Company: State Farm Fire and Casualty Company State Tracking Number: EFT \$50  
Company Tracking Number: ML-22965  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0007 Other CMP  
Liability  
Product Name: ML-22965  
Project Name/Number: ML-22965/ML-22965

## Filing at a Glance

Company: State Farm Fire and Casualty Company

Product Name: ML-22965

SERFF Tr Num: SFMA-125421147 State: Arkansas

TOI: 05.0 Commercial Multi-Peril - Liability &  
Non-Liability

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 05.0007 Other CMP

Co Tr Num: ML-22965

State Status: Fees verified and  
received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins, Brittany Yielding

Authors: Julie Whetsell, Sheri  
Anderson

Disposition Date: 04/03/2008

Date Submitted: 03/26/2008

Disposition Status: Approved

Effective Date Requested (New): 08/01/2008

Effective Date (New): 08/01/2008

Effective Date Requested (Renewal): 10/01/2008

Effective Date (Renewal):  
10/01/2008

State Filing Description:

## General Information

Project Name: ML-22965

Status of Filing in Domicile: Not Filed

Project Number: ML-22965

Domicile Status Comments: N/A

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 04/03/2008

State Status Changed: 04/03/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We respectfully request your approval of the following endorsements.

FE-8304.3, Coverage D – Loss Assessment Endorsement: This optional endorsement is for use with our Rental Dwelling policy; as with the other endorsements submitted, it is revised to identify trigger events and coverage limits.

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FE-5486, Coverage D – Loss Assessment Endorsement: This is a new mandatory endorsement, and we intend to use it with our Rental Condominium Unit Owners policy. The endorsement revises existing policy language to identify trigger events/dates and coverage limits.

Sincerely,

Nathan Gross  
Forms Manager  
(309)766-3003  
nathan.gross.aiqq@statefarm.com

Tom Monson  
Forms Director  
(309)766-2270  
tom.monson.apky@statefarm.com

## Company and Contact

### Filing Contact Information

Nate Gross, nathan.gross.aiqq@statefarm.com  
One State Farm Plaza (309) 766-3003 [Phone]  
Bloomington, IL 61710 (309) 766-0225[FAX]

### Filing Company Information

State Farm Fire and Casualty Company CoCode: 25143 State of Domicile: Illinois  
1 State Farm Plaza Group Code: 176 Company Type:  
Bloomington, IL 61710 Group Name: State ID Number:  
(309) 735-0649 ext. [Phone] FEIN Number: 37-0533080  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50.00 per filing X 1 filing = \$50.00  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
State Farm Fire and Casualty Company	\$50.00	03/26/2008	18990974

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	04/03/2008	04/03/2008

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Project Name/Number: ML-22965/ML-22965

## Disposition

Disposition Date: 04/03/2008

Effective Date (New): 08/01/2008

Effective Date (Renewal): 10/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SFMA-125421147 State: Arkansas  
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 Product Name: ML-22965  
 Project Name/Number: ML-22965/ML-22965

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Coverage D - Loss Assessment Endorsement	Approved	Yes
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 Project Name/Number: ML-22965/ML-22965

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Coverage D - Loss Assessment Endorsement	FE-8304.3		Endorsement/Amendment/Conditions	Replaced Form #:43.90 FE-8304.2 Previous Filing #:	43.90	8304.3 sbs.pdf FE-8304.3.pdf
Approved	Coverage D - Loss Assessment Endorsement	FE-5486		Endorsement/Amendment/Conditions		46.90	FE-5486.pdf

<p align="center"><b>CURRENT ENDORSEMENT FE-8304.2</b></p>	<p align="center"><b>PROPOSED ENDORSEMENT FE-8304.3</b></p>	<p align="center"><b>COMMENTS</b></p>
<p align="center"><b>COVERAGE D – LOSS ASSESSMENT ENDORSEMENT</b></p> <p>1. The following is added to <b>SECTION I – COVERAGES</b>:</p> <p><b>COVERAGE D – LOSS ASSESSMENT</b></p> <p>We will pay your share of any assessment charged by the homeowners association, of which you are a member, against all home owners in accordance with the governing rules of the homeowners association, when the assessment is made as a result of:</p> <p>a. a direct loss to which Section I of this policy would apply to the commonly owned homeowners association property, including personal property, owned by all home owners collectively; or</p> <p>b. an <b>occurrence</b> to which Section II of this policy would apply.</p>	<p align="center"><b>COVERAGE D – LOSS ASSESSMENT ENDORSEMENT</b></p> <p><b>SECTION I – COVERAGES</b></p> <p>The following is added:</p> <p><b>COVERAGE D – LOSS ASSESSMENT</b></p> <p>We will pay your share of any assessment charged by the homeowners association, of which you are a member, against all homeowners in accordance with the governing rules of the homeowners association, when the assessment is made as a result of:</p> <ol style="list-style-type: none"> <li>1. a direct loss which occurs only during the policy period to which Section I of this policy would apply except as provided in <b>SECTION I – LOSSES NOT INSURED</b>, to the commonly owned homeowners association property, including personal property, owned by all homeowners collectively;</li> <li>2. an <b>occurrence</b> during the policy period to which Section II of this policy would apply;</li> <li>3. damages that occur during the policy period which the homeowners association may be obligated to pay because of personal injury due to false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, misrepresentation, humiliation;</li> <li>4. illegal discrimination (unless coverage is prohibited by law) that occurs during the policy period, but only with respect to the liability other than fines and penalties imposed by law; or</li> <li>5. libel, slander, defamation of character, or invasion of rights of privacy that occur during the policy period.</li> </ol> <p>We will not pay your share of any assessment charged by the homeowners association made as a result of items 1. through 5. above that do not occur within the policy period.</p>	

CURRENT ENDORSEMENT FE-8304.2	PROPOSED ENDORSEMENT FE-8304.3	COMMENTS
<p>2. Those provisions applying to <b>SECTION I – LOSSES INSURED</b> also apply to Coverage D.</p> <p>3. As respects Coverage D only, under <b>SECTION I – CONDITIONS</b> the <b>Loss Settlement</b> Condition and the <b>Other Insurance</b> Condition are replaced with the following:</p> <p><b>Loss Settlement.</b> Covered property losses are settled as follows:</p> <p>a. Personal property at actual cash value at the time of loss. There may be deduction for depreciation. We will not pay an amount exceeding that necessary to repair or replace.</p> <p>b. Building Property:</p> <p>(1) if the damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace at the time of loss;</p> <p>(2) if the damage is not repaired or replaced within a reasonable time, at actual cash value at the time of loss but not exceeding the amount necessary to repair or replace.</p> <p><b>Other Insurance.</b> This insurance shall be excess over other insurance in the name of the homeowners association covering the same property covered by this policy.</p> <p>4. Under <b>SECTION II – EXCLUSIONS</b>, items 1.b. and 2.a. do not apply with respect to Coverage D.</p>	<p><b>Limit of liability.</b> The Coverage D – Loss Assessment limit is shown in the <b>Declarations</b>. The most we will pay for all assessments arising out of the same event from items 1. through 5. above is the amount shown in the <b>Declarations</b>.</p> <p><b>SECTION I – LOSSES INSURED</b></p> <p>Provisions applying to <b>SECTION I – LOSSES INSURED</b> also apply to Coverage D.</p> <p><b>SECTION I - CONDITIONS</b></p> <p>As respects Coverage D only, <b>Other Insurance</b> is replaced with the following:</p> <p><b>Other Insurance.</b> If a loss covered by this policy is also covered by other insurance, this insurance shall be excess over other insurance in the name of the homeowners association covering the same property covered by this policy.</p> <p><b>SECTION II - EXCLUSIONS</b>, items 1.b. and 2.a. do not apply with respect to Coverage D.</p>	

<b>CURRENT ENDORSEMENT FE-8304.2</b>	<b>PROPOSED ENDORSEMENT FE-8304.3</b>	<b>COMMENTS</b>
<p>5. All other provisions of this policy apply.</p>	<p>Any Earthquake and Volcanic Explosion Endorsement applicable to Coverage A shall also apply to Coverage D. All other policy provisions apply.</p>	

## COVERAGE D – LOSS ASSESSMENT ENDORSEMENT

### SECTION I - COVERAGES

The following is added:

#### COVERAGE D - LOSS ASSESSMENT

We will pay your share of any assessment charged by the homeowners association, of which you are a member, against all homeowners in accordance with the governing rules of the homeowners association, when the assessment is made as a result of:

1. a direct loss which occurs only during the policy period to which Section I of this policy would apply except as provided in **SECTION I – LOSSES NOT INSURED**, to the commonly owned homeowners association property, including personal property, owned by all homeowners collectively;
2. an **occurrence** during the policy period to which Section II of this policy would apply;
3. damages that occur during the policy period which the homeowners association may be obligated to pay because of personal injury due to false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, misrepresentation, humiliation;
4. illegal discrimination (unless coverage is prohibited by law) that occurs during the policy period, but only with respect to the liability other than fines and penalties imposed by law; or
5. libel, slander, defamation of character, or invasion of rights of privacy that occur during the policy period.

We will not pay your share of any assessment charged by the homeowners association made as a result of items 1. through 5. above that do not occur within the policy period.

**Limit of liability.** The Coverage D – Loss Assessment limit is shown in the **Declarations**. The most we will pay for all assessments arising out of the same event from items 1. through 5. above is the amount shown in the **Declarations**.

### SECTION I - LOSSES INSURED

Provisions applying to **SECTION I - LOSSES INSURED** also apply to Coverage D.

### SECTION I - CONDITIONS

As respects Coverage D only, **Other Insurance** is replaced with the following:

**Other Insurance.** If a loss covered by this policy is also covered by other insurance, this insurance shall be excess over other insurance in the name of the homeowners association covering the same property covered by this policy.

**SECTION II - EXCLUSIONS**, items 1.b. and 2.a. do not apply with respect to Coverage D.

Any Earthquake and Volcanic Explosion Endorsement applicable to Coverage A shall also apply to Coverage D.

All other policy provisions apply.

## COVERAGE D – LOSS ASSESSMENT ENDORSEMENT

### SECTION I - COVERAGES

**COVERAGE D - LOSS ASSESSMENT** is replaced with the following:

We will pay for your share of any assessment charged against all unitowners by the **association**, when the assessment is made as a result of:

1. a direct loss which occurs only during the policy period to which Section I of this policy would apply except as provided in Section I - Losses Not Insured, to the **condominium** property, including personal property, owned by all unitowners collectively;
2. an **occurrence** only during the policy period to which Section II of this policy would apply;
3. damages that occur only during the policy period which the **association** may be obligated to pay because of personal injury due to false arrest, false imprisonment, wrongful eviction, wrongful entry, wrongful detention, malicious prosecution, misrepresentation, humiliation;
4. illegal discrimination (unless coverage is prohibited by law) that occurs only during the policy period, but only with respect to the liability other than fines and penalties imposed by law; or
5. libel, slander, defamation of character, or invasion of rights of privacy that occur only during the policy period.

We will not pay your share of any assessment charged against all unitowners by the **association** made as a result of items 1. through 5. above that do not occur within the policy period.

**Limit of liability.** The Coverage D – Loss Assessment limit is shown in the **Declarations**. The most we will pay for all assessments arising out of the same event from items 1. through 5. above is the amount shown in the **Declarations**.

### SECTION I – LOSSES INSURED

Provisions applying to **SECTION I – LOSSES INSURED** also apply to Coverage D.

### SECTION I – CONDITIONS

As respects Coverage D only, **Other Insurance** is replaced with the following:

**Other Insurance.** If a loss covered by this policy is also covered by other insurance, this insurance shall be excess over other insurance in the name of the **condominium** covering the same property covered by this policy.

Any Earthquake and Volcanic Explosion Endorsement applicable to Coverage A shall also apply to Coverage D.

All other policy provisions apply.

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## **Rate Information**

Rate data does NOT apply to filing.

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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 04/03/2008

**Comments:**

**Attachments:**

AR 22965 PC TD-1 - P-C Transmittal Document.pdf  
AR 22965 PC FFS-1 - Form Filing Schedule.pdf

# Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>
	a. Date the filing is received:
	b. Analyst:
	c. Disposition:
	d. Date of disposition of the filing:
	e. Effective date of filing:
	New Business
	Renewal Business
	f. State Filing #:
g. SERFF Filing #:	
h. Subject Codes	

<b>3. Group Name</b>	State Farm Insurance Companies				<b>Group NAIC #</b>	0176
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
State Farm Fire and Casualty Company	Illinois	25143	37-0533080			

<b>5. Company Tracking Number</b>	<b>ML-22965</b>
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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
	Nate Gross State Farm Fire and Casualty Company One State Farm Plaza, D-4 Bloomington, IL 61710	Forms Manager	(309) 766-3003	(309) 766-0225	nathan.gross.aiqq@statefarm.com
	Tom Monson State Farm Fire and Casualty Company One State Farm Plaza, D-4 Bloomington, IL 61710	Forms Director	(309) 766-2270	(309) 766-0225	tom.monson.apky@statefarm.com
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Thomas W. Monson		

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

<b>9. Type of Insurance (TOI)</b>	05.0
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	05.0007
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	N/A
<b>12. Company Program Title (Marketing title)</b>	Rental Programs
<b>13. Filing Type</b>	<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) -
<b>14. Effective Date(s) Requested</b>	August 1, 2008 for new business and October 1, 2008 for renewals.
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	n/a
<b>17. Reference Organization # &amp; Title</b>	n/a
<b>18. Company's Date of Filing</b>	3/26/08
<b>19. Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>ML-22965</b>
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We respectfully request your approval of the following endorsements.

FE-8304.3, Coverage D – Loss Assessment Endorsement: This optional endorsement is for use with our Rental Dwelling policy; as with the other endorsements submitted, it is revised to identify trigger events and coverage limits.

FE-5486, Coverage D – Loss Assessment Endorsement: This is a new mandatory endorsement, and we intend to use it with our Rental Condominium Unit Owners policy. The endorsement revises existing policy language to identify trigger events/dates and coverage limits.

<b>22.</b>	<b>Filing Fees</b> (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]
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**Check #: Submitted via EFT**  
**Amount: \$50.00**

**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.)**

## 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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>ML-22965</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	<b>N/A</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Coverage D - Loss Assessment Endorsement	FE-8304.3	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	FE-8304.2	
02	Coverage D - Loss Assessment Endorsement	FE-5486	<input checked="" 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		