

SERFF Tracking Number: CHUB-125623566 State: Arkansas
First Filing Company: Federal Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 07-CMQ-11-F-A
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
Only
Product Name: CMQ - GL DED/SIR
Project Name/Number: /

Filing at a Glance

Companies: Federal Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, Vigilant Insurance Company

Product Name: CMQ - GL DED/SIR	SERFF Tr Num: CHUB-125623566	State: Arkansas
TOI: 05.2 Commercial Multi-Peril - Liability Portion Only	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 05.2003 Commercial Package	Co Tr Num: 07-CMQ-11-F-A	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Debra Rodgers, Patricia Dattel	Disposition Date: 05/01/2008
	Date Submitted: 04/25/2008	Disposition Status: Approved
Effective Date Requested (New): 02/01/2008		Effective Date (New): 02/01/2008
Effective Date Requested (Renewal):		Effective Date (Renewal):
State Filing Description:		

General Information

Project Name:	Status of Filing in Domicile: Authorized
Project Number:	Domicile Status Comments: Approved in Indiana (F), Minnesota (GN) and Wisconsin (PI) effective 2/1/2008. New York (V) has not been filed at the time of this filing.
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 05/01/2008	
State Status Changed: 05/01/2008	Deemer Date:
Corresponding Filing Tracking Number: 07-CMQ-11-F	
Filing Description:	

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We are filing a correction to our previously approved CMQ - GL DED/SIR form filing. Your DOI# AR-PC-07-024854 and SERFF# CHUB-125191891. The filing was submitted with the incorrect forms attached. The correct forms were referenced on the forms schedule tab and in the explanatory memorandum. No other changes have been made.

The corresponding rate/rule filing was approved by your state, under DOI# AR-PC-07-024951.

Company and Contact

Filing Contact Information

Jane Gutman, Unit Manager jgutman@chubb.com
 202 Hall's Mill Road (908) 572-4422 [Phone]
 Whitehouse Station, NJ 08889-1650 (908) 572-4820[FAX]

Filing Company Information

Federal Insurance Company	CoCode: 20281	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 13-1963496	

Great Northern Insurance Company	CoCode: 20303	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 41-0729473	

Pacific Indemnity Company	CoCode: 20346	State of Domicile: Wisconsin
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4726 ext. [Phone]	FEIN Number: 95-1078160	

Vigilant Insurance Company	CoCode: 20397	State of Domicile: New York
202 Hall's Mill Road	Group Code: 38	Company Type:

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Group Name:

FEIN Number: 13-1963495

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Federal Insurance Company	\$50.00	04/25/2008	19904897
Great Northern Insurance Company	\$0.00	04/25/2008	
Pacific Indemnity Company	\$0.00	04/25/2008	
Vigilant Insurance Company	\$0.00	04/25/2008	

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Only
Product Name: CMQ - GL DED/SIR
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/01/2008	05/01/2008

SERFF Tracking Number: CHUB-125623566 State: Arkansas
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Only
Product Name: CMQ - GL DED/SIR
Project Name/Number: /

Disposition

Disposition Date: 05/01/2008
Effective Date (New): 02/01/2008
Effective Date (Renewal):
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
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	Self-Insured Retentions	Approved	Yes
Form	Deductibles	Approved	Yes
Form	Deductibles (Risk Management)	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Self-Insured Retentions	80-02-8200	Ed. 9-06	Endorsement/Amendment/Conditions	New	0.00	80-02-8200_Self-Insured Retention_0906.pdf
Approved	Deductibles	80-02-8201	Ed. 9-06	Endorsement/Amendment/Conditions	New	0.00	80-02-8201_Deductible_0906.pdf
Approved	Deductibles (Risk Management)	80-02-8202	Ed. 9-06	Endorsement/Amendment/Conditions	New	0.00	80-02-8202_Deductibles - Risk Management.pdf

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

The following section, titled Self-Insured Retentions, is added to the forms described above and replaces any applicable self-insured retention or deductible provisions contained therein.

Self-Insured Retentions

Basis And Amounts Of Self-Insured Retentions

As used in this endorsement, words and phrases that appear in "quotation marks" have special meanings as described in the Self-Insured Retention Definitions provision of this endorsement.

The provisions of this Self-Insured Retentions section apply to the Coverages as indicated in the Declarations and this endorsement. Each Self-Insured Retention applies separately from and in addition to any other Self-Insured Retention.

If the applicable Self-Insured Retention is indicated to apply on the basis of:

- Each Claim, then the amount of the Self-Insured Retention applies separately to the sum of amounts described in the provision titled Self-Insured Retention Obligations, in connection with loss allocable to each separate person and organization that arises out of each separate "event."
- Each "Event," then the amount of the Self-Insured Retention applies separately to the sum of amounts described in the provision titled Self-Insured Retention Obligations, in connection with loss that arises out of each separate "event."

Self-Insured Retentions

Basis And Amounts Of Self-Insured Retentions (continued)

Self-Insured Retention amounts:

- A. starting with the beginning of the policy period shown in the Declarations, apply separately to each consecutive annual period and to any remaining period and to any extension period.
- B. will not be less than the amounts as indicated in the Declarations and this endorsement, regardless of whether this insurance (or this endorsement) is:
 1. issued for a policy period of less than twelve (12) months; or
 2. terminated before the end of the policy period shown in the Declarations for any reason.

Aggregate Self-Insured Retention

If no amount is shown in the Schedule for an Aggregate Self-Insured Retention, then there is no aggregate limit applicable to your Self-Insured Retention Obligations, and you must promptly pay all amounts described in the provision titled Self-Insured Retention Obligations regardless of the number of losses.

If an amount is shown in the Schedule for the Aggregate Self-Insured Retention, then that is the amount, in the aggregate, which you must promptly pay for amounts described in the provision titled Self-Insured Retention Obligations.

However, if an Exposure Base, Exposure Estimate and Rate are shown in the Schedule, then the Aggregate Self-Insured Retention is an estimated amount and is subject to audit by us. In such case the amount of the actual Aggregate Self-Insured Retention will be determined at the end of the policy period by using such Rate and the actual amount of the Exposure. But, the actual Aggregate Self-Insured Retention will not be less than the Aggregate Self-Insured Retention shown in the Schedule.

You must compile and keep, with the exercise of reasonable care, records of the information we need for determining the amount of the actual Aggregate Self-Insured Retention. You must promptly provide this information to us in a format and at intervals agreed by us or within 60 days of any request made by us.

You must promptly pay any additional amounts of the actual Aggregate Self-Insured Retention as determined by our audit.

Self-Insured Retention Obligations

This insurance applies to amounts in excess of Self-Insured Retentions, and you are obligated for amounts within Self-Insured Retentions.

We have no obligation or liability unless and until the applicable Self-Insured Retentions are exhausted by payments you make for “damages/loss” and “self-insured retention expenses” (to which this insurance would apply but for Self-Insured Retention).

You are obligated for and must pay all damages, loss, cost and expense in connection with amounts within the Self-Insured Retentions, unless and until the Self-Insured Retentions are exhausted by such payments of “damages/loss” and “self-insured retention expenses” described above.

We have no obligation or liability under this insurance with respect to any claim or suit settled without our consent.

If any insured does not consent to a settlement offer or a judgment that was acceptable to the claimant and to us, then any:

- part of any “damages/loss” that exceeds the amount of “damages/loss” proposed in such settlement offer; and

Liability Insurance

Endorsement

Effective Date

Policy Number

Self-Insured Retentions

Self-Insured Retention Obligations (continued)

- “self-insured retention expenses” based upon the time after, or incurred after, the date when any insured refused such settlement offer;

will be deemed not to be:

- payments that exhaust any Self Insured Retention; or
- amounts to which this insurance applies.

You must, and we will not, bear any obligation or liability in connection with any such amounts.

Investigation, Defense, Settlements And Rights Of Recovery

Unless and until the applicable Self-Insured Retentions are exhausted by payments described in the provision titled Self-Insured Retention Obligations, you must to the extent necessary and reasonable promptly:

- investigate any actual or alleged “event”;
- defend persons or organizations against claims or suits seeking “damages/loss” (or other relief to which the applicable Coverage would apply but for the Self-Insured Retention) even if the claim or suit is false, fraudulent or groundless;
- make settlements in connection with such claims or suits; and
- pay amounts described in the provision titled Self-Insured Retention Obligations.

Regardless of the application of any Self-Insured Retention:

- A. we may, at our discretion, participate in the:
 1. investigation of any claim or “event”;
 2. defense of any insured against any suit; and
 3. making of any settlement.
- B. we may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.
- C. our rights of recovery against others continue to apply. Any amount recovered will be apportioned as follows:
 1. first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have paid or incurred (including costs or expenses of such recovery proceedings) in connection with amounts that exceed any Self-Insured Retention.
 2. then, remaining amounts recovered will be applied to reimburse you and us, in accordance with the respective interests in connection with amounts within any Self-Insured Retention (including costs or expenses of such recovery proceedings).

Self-Insured Retentions

(continued)

Duties To Report Certain Claims, "Events" Or Suits – Severity Index

Notwithstanding anything to the contrary set forth in any other provision of this insurance, you must see to it that we and any other insurers are notified, in writing, as soon as practicable but not later than 60 days after you become aware of any claim, "event" or suit involving any circumstance described in a Severity Index in the Schedule.

You must see to it that such notices are provided:

- A. in accordance with all terms and conditions of this insurance.
- B. regardless of:
 1. the application of any Self-Insured Retention; or
 2. your assessment of:
 - a. the severity of any "event" or the value of any damages, loss, cost or expense;
 - b. any liability or obligation; or
 - c. the applicability of any insurance.
- C. unless otherwise agreed in writing by us.

Transfer Of Control Of Claims

If a Self-Insured Retention is:

- exhausted or is reasonably likely to be exhausted by payments described in the provision titled Self-Insured Retention Obligations, then you must promptly notify us, in writing, to that effect.
- exhausted by payments described in the provision titled Self-Insured Retention Obligations, then you must promptly initiate and cooperate in the appropriate transfer to us of control of claims to which this insurance applies.

You must take all steps, as appropriate, to:

- avoid any default in any suit; and
- continue the defense of any suit until any such transfer is completed.

Reimbursement To Us Of Amounts Within Self-Insured Retentions

If we pay or incur any damages, loss, cost or expense in connection with amounts within any Self-Insured Retention, then you must promptly reimburse us for all such damages, loss, cost or expense.

The first named insured shown in the Declarations agrees, and is authorized, to promptly reimburse us for any and all reimbursable amounts (relative to this insurance or any other insurance issued by us or an affiliate of ours including any antecedent insurance). Each named insured is jointly and severally liable for any and all such amounts.

Maintenance Of Self-Insured Retentions

We have issued this insurance in reliance upon representations made about the administration and funding of Self-Insured Retentions. You must see to it that such administration and funding are and remain in place and available, regardless of any bankruptcy, insolvency or other inability of any insurer or any other person or organization.

Liability Insurance

Endorsement

Effective Date

Policy Number

Self-Insured Retentions

Maintenance Of Self-Insured Retentions (continued)

We have no obligation or liability for or in connection with any amounts within any Self-Insured Retention, regardless of whether or not such amounts are available or collectible.

In the case of any failure to comply with this condition, our obligations will not exceed that which would have applied absent any failure.

Our Right To Claim Information

In addition to your duties to report claims, "events," suits and other circumstances, as set forth elsewhere in this contract, you must compile and keep, with the exercise of reasonable care, records of:

- each and every claim or "event," including dates and descriptions thereof.
- payments made and amounts reserved for "damages/loss" and "self insured retention expenses" as described in the provision titled Self-Insured Retention Obligations.

Such reports must separate and summarize each and every claim or "event" by applicable Coverage and by policy period and by annual period.

You must promptly provide this information to us in a format and at intervals agreed by us or within 60 days of any request made by us.

You and any loss-adjusting representative must permit us to examine and audit any claim files.

No inference of any coverage shall be drawn from our receipt, in itself, of any such information.

As used in this endorsement, the following words and phrases have special meanings as described below.

Self-Insured Retention Definitions

"Damages/Loss"

"Damages/loss" refers to damages or other indemnity as described under the applicable Coverage, other than "self-insured retention expenses." Self-Insured Retentions applying to bodily injury include damages and any medical expenses.

"Event"

"Event" refers to an occurrence, offense, wrongful act or other cause of loss as described under the applicable Coverage.

**Self-Insured
Retention Definitions**

(continued)

**"Self-Insured Retention
Expenses"**

"Self-insured retention expenses":

- A. refers to the following necessary and reasonable expenses as described under the applicable insurance:
1. attorney and paralegal fees.
 2. the cost of expert witnesses, transcripts, court reporters, research reports and depositions relating to a suit.
 3. the cost of:
 - a. bail bonds; and
 - b. bonds required to:
 - i. appeal judgments (in connection with the initiation and continuation of an appeal agreed to by us); or
 - ii. release attachments;but only for bond amounts within the applicable Self-Insured Retention.
 4. costs taxed against the insured in a suit.
 5. prejudgment interest on that part of a judgment within the applicable Self-Insured Retention.
 6. other necessary and reasonable expenses that are incurred in the investigation of, defense against or settlement of a specific claim (to which this insurance would apply but for the Self-Insured Retention) and that we agree are allocable to such claim.
- B. does not include (and you must, and we will not, bear any obligation or liability in connection with) any:
1. a. attorney fees or litigation expenses; or
b. other damages, loss, cost or expense;
in connection with any injunction or other equitable relief (unless expressly provided for under the applicable Coverage).
 2. consideration owed or paid to any loss-adjusting representative of any insured.
 3. cost or expense that would have been incurred by any insured in the absence of actual or alleged loss.
 4. expenses or salaries of any insured's employees, directors, managers, members, officers, partners or workers (whether or not an employee or an attorney or paralegal).
 5. fine or other penalty.
 6. interest that accrues after entry of a judgment, other than such interest on the part of a judgment that is within the applicable Self-Insured Retention (to which the applicable Coverage would apply but for the Self-Insured Retention) in connection with the initiation and continuation of an appeal of such judgment agreed to by us.
-

Liability Insurance

Endorsement

Effective Date

Policy Number

Liability Endorsement *(continued)*

Schedule

Aggregate Self-Insured Retention:

Exposure Base:

Exposure Estimate:

Rate:

Severity Index

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

The following section, titled Deductibles, is added to the forms described above and replaces any applicable deductible provisions contained therein.

Deductibles

Basis And Amounts Of Deductibles

As used in this endorsement, words and phrases that appear in "quotation marks" have special meanings as described in the Deductible Definitions provision of this endorsement.

The provisions of this Deductible section apply to the Coverages as indicated in the Declarations and this endorsement. Each Deductible applies separately from and in addition to any other Deductible.

If the applicable Deductible is indicated to apply on the basis of:

- Each Claim, then the amount of the Deductible applies separately to the sum of amounts described in the provision titled Deductible Obligations, in connection with loss allocable to each separate person and organization that arises out of each separate "event."
- Each "Event," then the amount of the Deductible applies separately to the sum of amounts described in the provision titled Deductible Obligations, in connection with loss that arises out of each separate "event."

Deductible amounts:

- A. starting with the beginning of the policy period shown in the Declarations, apply separately to each consecutive annual period and to any remaining period and to any extension period.

Deductibles

Basis And Amounts Of Deductibles (continued)

- B. will not be less than the amounts as indicated in the Declarations and this endorsement, regardless of whether this insurance (or this endorsement) is:
1. issued for a policy period of less than twelve (12) months; or
 2. terminated before the end of the policy period shown in the Declarations for any reason.

Deductible Obligations (Excess And Reimbursement)

This insurance applies to amounts in excess of Deductibles, and ultimately you are obligated for amounts within Deductibles, regardless of whether we pay or incur amounts within Deductibles.

Deductibles apply to the amounts first paid or incurred for “damages/loss” and “deductible expenses” (to which this insurance would apply but for the Deductible) as such amounts are first paid or incurred.

If we pay or incur any “damages/loss” or “deductible expenses” within any Deductible, then you must promptly reimburse us for all such “damages/loss” and “deductible expenses.” Regardless of whether we pay any “damages/loss,” you must promptly reimburse us for all “deductible expenses” within any Deductible.

There is no aggregate limit applicable to your Deductible Obligations, and you must promptly pay or reimburse all amounts described in this provision regardless of the number of losses.

The first named insured shown in the Declarations agrees, and is authorized, to promptly reimburse us for any and all reimbursable amounts (relative to this insurance or any other insurance issued by us or an affiliate of ours including any antecedent insurance). Each named insured is jointly and severally liable for any and all such amounts.

Investigation, Defense, Settlements And Rights Of Recovery

Regardless of the application of any Deductible:

- A. the terms and conditions of this insurance continue to apply, including those with respect to:
1. our rights to investigate any claim or “event” and to make any settlements; and
 2. the insured’s duties in the event of any claim, “event” or suit.
- B. we may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.
- C. our rights of recovery against others continue to apply. Any amount recovered will be apportioned as follows:
1. first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have paid or incurred (including costs or expenses of such recovery proceedings) in connection with amounts that exceed any Deductible.
 2. then, remaining amounts recovered will be applied to reimburse you and us, in accordance with the respective interests in connection with amounts within any Deductible (including costs or expenses of such recovery proceedings).

Liability Insurance

Endorsement

Effective Date

Policy Number

The following provision is added to Limits Of Insurance.

Limits Of Insurance

Each Claim Or "Event"

If the applicable Limit of Insurance applies on an each claim or each "event" basis, then such limit (other than an aggregate limit) will be reduced by "damages/loss" paid or incurred within the Deductible.

If expenses are described as reducing the Limits Of Insurance of the applicable Coverage, then such expenses within the Deductible will reduce such Limits Of Insurance.

The Limits Of Insurance will not be increased or reinstated regardless of the applicability of any Deductible or any amount that you must pay or reimburse in connection with any Deductible.

As used in this endorsement, the following words and phrases have special meanings as described below.

Deductible Definitions

"Damages/Loss"

"Damages/loss" refers to damages or other indemnity as described under the applicable Coverage, other than "deductible expenses." Deductibles applying to bodily injury include damages and any medical expenses.

"Deductible Expenses"

"Deductible expenses" refers to the following expenses as described under the applicable insurance:

- A. attorney and paralegal fees and salaries (including those of attorneys and paralegals who are our employees).
- B. expenses relating to a suit, including the cost of expert witnesses, transcripts, court reporters, research reports and depositions.
- C. the cost of:
 1. bail bonds; or
 2. bonds required to:
 - a. appeal judgments (in connection with the initiation and continuation of an appeal agreed to by us); or
 - b. release attachments.
- D. costs taxed against the insured in a suit.
- E. the cost and expense of any investigation that we undertake.
- F. other reasonable expenses that we allocate to a specific claim or "event."

Deductible Definitions
(continued)

“Event”

“Event” refers to an occurrence, offense, wrongful act or other cause of loss as described under the applicable Coverage.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

The following section, titled Deductibles, is added to the forms described above and replaces any applicable deductible provisions contained therein.

Deductibles (Risk Management)

Basis And Amounts Of Deductibles

As used in this endorsement, words and phrases that appear in "quotation marks" have special meanings as described in the Deductible Definitions provision of this endorsement.

The provisions of this Deductible section apply to the Coverages as indicated in the Declarations and this endorsement. Each Deductible applies separately from and in addition to any other Deductible.

If the applicable Deductible is indicated to apply on the basis of:

- Each Claim, then the amount of the Deductible applies separately to the sum of amounts described in the provision titled Deductible Obligations, in connection with loss allocable to each separate person and organization that arises out of each separate "event."
- Each "Event," then the amount of the Deductible applies separately to the sum of amounts described in the provision titled Deductible Obligations, in connection with loss that arises out of each separate "event."

Deductibles (Risk Management)

Basis And Amounts Of Deductibles (continued)

Deductible amounts:

- A. starting with the beginning of the policy period shown in the Declarations, apply separately to each consecutive annual period and to any remaining period and to any extension period.
- B. will not be less than the amounts as indicated in the Declarations and this endorsement, regardless of whether this insurance (or this endorsement) is:
 1. issued for a policy period of less than twelve (12) months; or
 2. terminated before the end of the policy period shown in the Declarations for any reason.

Aggregate Deductible

If no amount is shown in the Schedule for an Aggregate Deductible, then there is no aggregate limit applicable to your Deductible Obligations, and you must promptly pay all amounts described in the provision titled Deductible Obligations regardless of the number of losses.

If an amount is shown in the Schedule for the Aggregate Deductible, then that is the amount, in the aggregate, which you must promptly pay for amounts described in the provision titled Deductible Obligations.

However, if an Exposure Base, Exposure Estimate and Rate are shown in the Schedule, then the Aggregate Deductible is an estimated amount and is subject to audit by us. In such case the amount of the actual Aggregate Deductible will be determined at the end of the policy period by using such Rate and the actual amount of the Exposure. But, the actual Aggregate Deductible will not be less than the Aggregate Deductible shown in the Schedule.

You must compile and keep, with the exercise of reasonable care, records of the information we need for determining the amount of the actual Aggregate Deductible. You must promptly provide this information to us in a format and at intervals agreed by us or within 60 days of any request made by us.

You must promptly pay any additional amounts of the actual Aggregate Deductible as determined by our audit.

Deductible Obligations (Reimbursement)

Ultimately, you are obligated for amounts within Deductibles.

Deductibles apply to the amounts first paid or incurred for “damages/loss” and “deductible expenses” (to which this insurance would apply but for the Deductible) as such amounts are first paid or incurred.

If we pay or incur any “damages/loss” or “deductible expenses” within any Deductible, then you must promptly reimburse us for all such “damages/loss” and “deductible expenses”. Regardless of whether we pay any “damages/loss,” you must promptly reimburse us for all “deductible expenses” within any Deductible.

The first named insured shown in the Declarations agrees, and is authorized, to promptly reimburse us for any and all reimbursable amounts (relative to this insurance or any other insurance issued by us or an affiliate of ours including any antecedent insurance). Each named insured is jointly and severally liable for any and all such amounts.

Liability Insurance

Endorsement

Effective Date

Policy Number

Deductibles (Risk Management)

(continued)

Investigation, Defense, Settlements And Rights Of Recovery

Regardless of the application of any Deductible:

- A. the terms and conditions of this insurance continue to apply, including those with respect to:
 - 1. our rights to investigate any claim or “event” and to make any settlements; and
 - 2. the insured’s duties in the event of any claim, “event” or suit.
- B. we may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.
- C. our rights of recovery against others continue to apply. Any amount recovered will be apportioned as follows:
 - 1. first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have paid or incurred (including costs or expenses of such recovery proceedings) in connection with amounts that exceed any Deductible.
 - 2. then, remaining amounts recovered will be applied to reimburse you and us, in accordance with the respective interests in connection with amounts within any Deductible (including costs or expenses of such recovery proceedings).

Working Funds And Security Interests

In addition to the premium for this insurance, you must promptly pay us in cash the amount of any working fund deposit (or any amount necessary to maintain such working fund deposit) that we may require.

You must promptly deliver to us any other security interest that we may require, in the types and the amounts acceptable to us.

We may apply any working fund deposit and any security interest to any insured's obligations (relative to this insurance or any other insurance issued by us or an affiliate of ours including any antecedent insurance).

We may review at any time any working fund deposit and any security interest (relative to this insurance or any other insurance issued by us or an affiliate of ours including any antecedent insurance). If we determine that an increase in any working fund deposit or security interest is required, then you must promptly provide such increase to us.

If you fail to comply with any of the provisions of this Deductible section, then we may liquidate any working fund deposit or security interest and take ownership of the proceeds to the extent of any and all insureds' debts to us or affiliates of ours. The surplus of such proceeds in excess of such debts will remain in our possession as security interest until the termination of all insureds' reimbursement obligations, as determined by us.

Deductibles (Risk Management)

Working Funds And Security Interests (continued)

Failure to promptly deliver or maintain any working fund deposit or security interest (relative to this insurance or any other insurance issued by us or an affiliate of ours including any antecedent insurance) shall be deemed an event of nonpayment of premium.

Limits Of Insurance

The following provision is added to Limits Of Insurance.

The Limits Of Insurance will be reduced by “damages/loss” paid or incurred within the Deductible.

If expenses are described as reducing the Limits Of Insurance of the applicable Coverage, then such expenses within the Deductible will reduce such Limits Of Insurance.

The Limits Of Insurance will not be increased or reinstated regardless of the applicability of any Deductible or any amount that you must pay or reimburse in connection with any Deductible.

Deductible Definitions

As used in this endorsement, the following words and phrases have special meanings as described below.

“Damages/Loss”

“Damages/loss” refers to damages or other indemnity as described under the applicable Coverage, other than “deductible expenses.” Deductibles applying to bodily injury include damages and any medical expenses.

“Deductible Expenses”

“Deductible expenses” refers to the following expenses as described under the applicable insurance:

- A. attorney and paralegal fees and salaries (including those of attorneys and paralegals who are our employees).
- B. expenses relating to a suit, including the cost of expert witnesses, transcripts, court reporters, research reports and depositions.
- C. the cost of:
 - 1. bail bonds; or
 - 2. bonds required to:
 - a. appeal judgments (in connection with the initiation and continuation of an appeal agreed to by us); or
 - b. release attachments.
- D. costs taxed against the insured in a suit.
- E. the cost and expense of any investigation that we undertake.
- F. other reasonable expenses that we allocate to a specific claim or “event.”

Liability Insurance

Endorsement

Effective Date

Policy Number

Deductible Definitions

(continued)

“Event”

“Event” refers to an occurrence, offense, wrongful act or other cause of loss as described under the applicable Coverage.

Schedule

Aggregate Deductible:

Exposure Base:

Exposure Estimate:

Rate:

All other terms and conditions remain unchanged.

Authorized Representative

SERFF Tracking Number: CHUB-125623566 *State:* Arkansas
First Filing Company: Federal Insurance Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: 07-CMQ-11-F-A
TOI: 05.2 Commercial Multi-Peril - Liability Portion *Sub-TOI:* 05.2003 Commercial Package
Only
Product Name: CMQ - GL DED/SIR
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125623566 State: Arkansas
First Filing Company: Federal Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 07-CMQ-11-F-A
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
Only
Product Name: CMQ - GL DED/SIR
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 05/01/2008

Comments:

Attachments:

AR Transmittal.pdf
AR Form Filing Schedule.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 05/01/2008

Comments:

Attachment:

AR_EM-Forms.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:
	New Business
	Renewal Business
	f. State Filing #:
	g. SERFF Filing #:
	h. Subject Codes

3. Group Name	Group NAIC #
Chubb Group of Insurance Companies	038

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Federal Insurance Company	Indiana	20281	13-1963496	
Great Northern Insurance Company	Indiana	20303	41-0729473	
Pacific Indemnity Company	Wisconsin	20346	95-1078160	
Vigilant Insurance Company	New York	20397	13-1963495	

5. Company Tracking Number	07-CMQ-11-F-A
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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
	Jane G. Gutman	Manager	908 572-4422	908 572-4820	jgutman@chubb.com
7.	Signature of authorized filer		<i>Jane G. Gutman</i>		
8.	Please print name of authorized filer		Jane G. Gutman		

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

9. Type of Insurance (TOI)	05.0 Comm'l Multi-Peril
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)	CMQ - GL Ded/SIR
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: February 1, 2008 Renewal:
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	April 25, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	07-CMQ-11-F-A
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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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We are filing a correction to our previously approved CMQ - GL DED/SIR form filing. Your DOI# AR-PC-07-024854 and SERFF# CHUB-125191891. The filing was submitted with the incorrect forms attached. The correct forms were referenced on the forms schedule tab and in the explanatory memorandum. No other changes have been made.

The corresponding rate/rule filing was approved by your state, under DOI# AR-PC-07-024951.

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]
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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.)**

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 #	07-CMQ-11-F-A			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	07-CMQ-15-RR			
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	Self Insured Retentions	(Ed. 9-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Deductibles	(Ed. 9-06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Deductibles (Risk Management)	(Ed. 9-06)	<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		

Deductible and Self-Insured Retention

Endorsement Explanatory Memorandum

We are submitting new Endorsements contained in our filed and approved Customarq product.

Where possible, we have described the changes to include the impact the change has on the scope of the provision or the scope of insurance provided. However, because it is impossible to anticipate every possible loss scenario that could implicate a change we have made, some changes can have a variety of effects (depending on the type of loss) and do not lend themselves to such a description. In those cases, we have simply described the change. We refer you to the applicable language of the provision in question for additional information. We also specify what provisions are new (both those that are included in a contract and those which are added by endorsement) and summarize the content of the new item.

Please keep in mind that Declarations are used to provide variable, risk specific data required by the contracts and endorsements to which they are attached. Standing alone, Declarations do not grant insurance coverage and do not impose rights and duties on either the insurer or the policyholder. As such, the changes we have made to the Declarations do not, in of themselves, change the scope of insurance. Rather, they are designed to add, remove, increase or decrease specific automatic limits of insurance and/or automatic deductibles; support the inclusion of other variable data; or track changes made to the contracts and/or endorsements to which the Declarations apply. Refer to the description of each such change for details.

80-02-8200 (Ed. 9-06) – Self-Insured Retentions

This form adds a self-insured retention to the form(s) listed on the endorsement.

80-02-8201 (Ed. 9-06) – Deductibles

This form adds a deductible, on an Each Claim or Each “Event” basis, to the form(s) listed on the endorsement.

80-02-8202 (Ed. 9-06) – Deductibles (Risk Management)

This form adds a deductible, on an Each Claim or Each “Event” basis, to the form(s) listed on the endorsement. This form is for used for commercially sophisticated insureds.

THIS EXPLANATORY MEMORANDUM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT MODIFY, LIMIT OR ENLARGE POLICY PROVISIONS AND MAY NOT DESCRIBE EVERY CHANGE. THE BEST EXPLANATION OF THE INSURANCE PROVIDED IS OBTAINED BY CONSULTING THE LANGUAGE OF THE ISSUED POLICIES. WHETHER OR NOT A PARTICULAR LOSS IS COVERED CAN ONLY BE DETERMINED AT THE TIME OF LOSS BY APPLYING ALL OF THE POLICY PROVISIONS TO THE FACTS AND CIRCUMSTANCES OF THE CLAIM. THE ACTUAL RIGHTS AND RESPONSIBILITIES OF THE INDIVIDUAL MEMBER INSURERS OF THE CHUBB GROUP OF INSURANCE COMPANIES AND THE INSURED ARE CONTAINED IN THE TERMS AND CONDITIONS OF THE ISSUED POLICIES.