

<i>SERFF Tracking Number:</i>	<i>PERR-125638938</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Beazley Insurance Company, Inc.</i>	<i>State Tracking Number:</i>	<i>#102712 \$50</i>
<i>Company Tracking Number:</i>	<i>BICI-CP-AR-01A (F)</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Commercial Property</i>		
<i>Project Name/Number:</i>	<i>Commercial Property/BICI-CP-AR-01A (F)</i>		

Filing at a Glance

Company: Beazley Insurance Company, Inc.

Product Name: Commercial Property

TOI: 01.0 Property

Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Filing Type: Form

SERFF Tr Num: PERR-125638938 State: Arkansas

SERFF Status: Closed

Co Tr Num: BICI-CP-AR-01A (F)

Co Status:

Authors: Neresa Torres, Olga E. Burciaga

Date Submitted: 05/08/2008

State Tr Num: #102712 \$50

State Status: Fees verified and received

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

Disposition Date: 05/28/2008

Disposition Status: Approved

Effective Date Requested (New): 06/09/2008

Effective Date Requested (Renewal): On Approval

Effective Date (New): 06/09/2008

Effective Date (Renewal): 05/28/2008

State Filing Description:

General Information

Project Name: Commercial Property

Project Number: BICI-CP-AR-01A (F)

Reference Organization:

Reference Title:

Filing Status Changed: 05/28/2008

State Status Changed: 05/14/2008

Corresponding Filing Tracking Number: N/A

Filing Description:

On behalf of Beazley Insurance Company, Inc., we are submitting this filing to correct the nonrenewal provision in the state amendatory endorsement approved under State Filing Number AR-PC-06-020450, Company Filing Number BICI-CP-AR-01 (F), for the Commercial Property Program.

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

SERFF Tracking Number: PERR-125638938 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #102712 \$50
 Company Tracking Number: BICI-CP-AR-01A (F)
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 Project Name/Number: Commercial Property/BICI-CP-AR-01A (F)

The Company respectfully requests that this new program be implemented for all policies effective June 9, 2008 or upon earliest possible date of approval/acknowledgment.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the form contained in this filing. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it.

Please do not hesitate to contact us with any questions or comments.

Company and Contact

Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Neresa Torres, State Filings Project doi@perrknight.com
 Coordinator
 881 Alma Real Drive (888) 201-5123 [Phone]
 Pacific Palisades, CA 90272 (310) 230-8529[FAX]

Filing Company Information

Beazley Insurance Company, Inc.	CoCode: 37540	State of Domicile: Connecticut
20 Stanford Drive	Group Code: -99	Company Type:
Farmington, CT 06032	Group Name:	State ID Number:
(860) 677-3707 ext. [Phone]	FEIN Number: 04-2656602	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 per form
Per Company:	No

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Project Name/Number: Commercial Property/BICI-CP-AR-01A (F)

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Beazley Insurance Company, Inc.	\$0.00	05/08/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
102712	\$50.00	05/07/2008

SERFF Tracking Number: PERR-125638938 State: Arkansas
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 Product Name: Commercial Property
 Project Name/Number: Commercial Property/BICI-CP-AR-01A (F)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/28/2008	05/28/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	05/14/2008	05/14/2008	Neresa Torres	05/19/2008	05/19/2008

SERFF Tracking Number: PERR-125638938 *State:* Arkansas
Filing Company: Beazley Insurance Company, Inc. *State Tracking Number:* #102712 \$50
Company Tracking Number: BICI-CP-AR-01A (F)
TOI: 01.0 Property *Sub-TOI:* 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Commercial Property
Project Name/Number: Commercial Property/BICI-CP-AR-01A (F)

Disposition

Disposition Date: 05/28/2008
Effective Date (New): 06/09/2008
Effective Date (Renewal): 05/28/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125638938 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #102712 \$50
 Company Tracking Number: BICI-CP-AR-01A (F)
 TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
 Product Name: Commercial Property
 Project Name/Number: Commercial Property/BICI-CP-AR-01A (F)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Form (revised)	Endorsement: Arkansas Amendatory	Approved	Yes
Form	Endorsement: Arkansas Amendatory	Approved	Yes

SERFF Tracking Number: PERR-125638938 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #102712 \$50
Company Tracking Number: BICI-CP-AR-01A (F)
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Commercial Property
Project Name/Number: Commercial Property/BICI-CP-AR-01A (F)

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 05/14/2008
Submitted Date 05/14/2008
Respond By Date 05/24/2008

Dear Neresia Torres,

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89. The clause(s) must specifically state it is non-binding and voluntary.

Thank You
Llyweyia Rawlins

Please feel free to contact me if you have questions.

Sincerely,
Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 05/19/2008
Submitted Date 05/19/2008

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: Thank you for your continued review of this filing. On behalf of Beazley Insurance Company, Inc., we are providing the following response to your concern.

Please find the attached revised amendatory endorsement. The appraisal clause has been revised as requested.

Changed Items:

SERFF Tracking Number: PERR-125638938 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #102712 \$50
 Company Tracking Number: BICI-CP-AR-01A (F)
 TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
 Product Name: Commercial Property
 Project Name/Number: Commercial Property/BICI-CP-AR-01A (F)

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Endorsement: Arkansas Amendatory	BICCP6030408 0		Endorsement/Amendment /Conditions	Replaced	AR-PC- 06-020450		BICCP603 0-0408 Arkansas Amendato ry _2_.pdf

Previous Version

Endorsement: Arkansas Amendatory	BICCP6030408 0		Endorsement/Amendment /Conditions	Replaced	AR-PC- 06-020450		BICCP603 0-0408 Arkansas Amendato ry.pdf
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No Rate/Rule Schedule items changed.

Sincerely,
Neresa Torres, Olga E. Burciaga

SERFF Tracking Number: PERR-125638938 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #102712 \$50
 Company Tracking Number: BICI-CP-AR-01A (F)
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 Product Name: Commercial Property
 Project Name/Number: Commercial Property/BICI-CP-AR-01A (F)

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Endorsement: Arkansas Amendantory	BICCP6030408 0		Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #: BICCP6030-0606 Previous Filing #: AR-PC-06- 020450		BICCP6030- 0408 Arkansas Amendantory _2_.pdf

Beazley Commercial Property Endorsement



Endorsement: Arkansas Amendatory

This endorsement attaches to and forms part of Policy Number

Effective _____ at 12:01 a.m. local standard time at the mailing address of the Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

1. Section IX. Conditions, Item 2. Appraisal is deleted in its entirety and replaced by the following:
 2. **Appraisal**
 - a. If the Insured does not agree with the Underwriter on the amount of loss, and the Insured and Underwriter agree, the dispute may be submitted for independent appraisal. An agreement for independent appraisal must be made in writing within sixty (60) days after the Underwriter's receipt of the Insured's proof of loss. Each party will then choose a competent and disinterested appraiser. Each party will notify the other of the identity of its selection within thirty (30) days of the written demand for independent appraisal.
 - b. The two (2) appraisers chosen by the parties must then choose a competent and disinterested umpire. If the two (2) appraisers are unable to agree on an umpire within fifteen (15) days, the Insured or the Underwriter may petition a judge of a court of record in the state where the **Insured Loss** occurred, to select an umpire for the benefit of the parties.
 - c. The two (2) appraisers chosen by the parties shall then set the amount of loss and attempt to agree upon a written report of the amount of the loss to the Insured and the Underwriter. If the two (2) appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two (2) of these three (3) parties will set the amount of the loss to be paid by the Underwriter, subject to any other defenses to coverage.
 - d. Each party shall pay the fees of their own selected appraiser but will equally divide the fees of the umpire and any other expenses of the appraisal.
 - e. An appraisal decision will not be binding on either party
2. Section IX. Conditions, Item 6. Cancellation is deleted in its entirety and replaced by the following:
 6. **Cancellation:**
 - a. The Named Insured may cancel this Policy at any time by:
 - i. Surrendering the Policy to the Underwriter; or
 - ii. Mailing or delivering to the Underwriter advance written notice of cancellation.
 - b. The Underwriter may cancel this Policy by:
 - iii. Mailing; or

iv. Delivering;

Written notice of cancellation to the Named Insured at the address stated in Section II. Declarations, provided that the cancellation effective date is not less than:

- i. Sixty (60) days from the date of such mailing or delivery; or
- ii. Ten (10) days from the date of mailing or delivery if cancellation is based on non-payment of premium.

Written proof of mailing or delivery will be sufficient proof of notice.

c. If this Policy is in effect more than sixty (60) days, the Underwriter may cancel this Policy only for one (one) or more of the following reasons:

- i. Nonpayment of premium;
- ii. Fraud or material misrepresentation by or with the knowledge of the Insured in obtaining this Policy, continuing this Policy or submitting a claim;
- iii. A material change in the risk insured that substantially increases any hazard insured against after this Policy is issued;
- iv. Violation of any local fire, health, safety, building or construction regulation or ordinance by an Insured if the violation substantially increases the hazard insured against;
- v. A material violation of a material provision of this Policy.

d. The Underwriter will return unearned premium to the Insured:

- i. On a pro rata basis if the Underwriter cancels the Policy or;
- ii. Ninety percent (90%) of the pro rata basis if the Insured cancels the Policy.

3. Section IX. Conditions, Item 16. Legal Action against the Underwriter is deleted in its entirety and replaced by the following:

16. Legal Action against the Underwriter:

- a. No suit, action, or proceeding against the Underwriter for the recovery of any claim under this Policy will be sustainable in any court of law or equity unless:
 - i. The Insured has fully complied with all terms and conditions of this Policy; and
 - ii. Such suit, action or proceeding is initiated within the time allowed by law.

4. The following are added to Section IX. Conditions:

Nonrenewal and Renewal with an Increase in Premium:

- a. If the Underwriter elects not to renew this Policy, the Underwriter will mail or deliver to the Named Insured written notice of nonrenewal not less than sixty (60) days before the end of the Policy Period.
- b. If the Underwriter increases the Named Insured's renewal premium by twenty-five percent (25%) or more, it will mail or deliver to the Named Insured shown in the Declarations written notice of its intent to increase the premium rate at least ten (10) days before the effective date of the renewal premium rate increase.
- c. The Underwriter will mail or deliver the notice of nonrenewal or renewal premium increase to the Named Insured at the address stated in Section II. Declarations. If the notice of nonrenewal or renewal premium increase is mailed, proof of mailing will be sufficient proof of notice.

Bankruptcy or Insolvency:

- a. Bankruptcy or insolvency of the Insured shall not relieve the Underwriter of any of its obligations under the Policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNALTERED.

SERFF Tracking Number: PERR-125638938 *State:* Arkansas
Filing Company: Beazley Insurance Company, Inc. *State Tracking Number:* #102712 \$50
Company Tracking Number: BICI-CP-AR-01A (F)
TOI: 01.0 Property *Sub-TOI:* 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Commercial Property
Project Name/Number: Commercial Property/BICI-CP-AR-01A (F)

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125638938 State: Arkansas
Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #102712 \$50
Company Tracking Number: BICI-CP-AR-01A (F)
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Commercial Property
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Supporting Document Schedules

Bypassed -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 05/28/2008
Bypass Reason: Per 3/4/2008 filing instruction this is no longer required
Comments:

Satisfied -Name: Letter of Authorization
Review Status: Approved 05/28/2008
Comments:
Attachment:
Authorization Letter 5-7-08.pdf

May 7, 2008

Re: Beazley Insurance Company, Inc. – NAIC #37540
Commercial Property Program

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rate, rule and form filings on behalf of Beazley Insurance Company, Inc. This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed in be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight, Inc. at the following address:

State Filings Department
Perr&Knight, Inc.
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Tel: (888) 201-5123
Fax: (310) 230-1061

Please contact me at (860) 677-3708 if you have any questions regarding this authorization.

Sincerely,



Cheryl A. Stone
Vice President
Regulatory & Compliance

SERFF Tracking Number: PERR-125638938 State: Arkansas
 Filing Company: Beazley Insurance Company, Inc. State Tracking Number: #102712 \$50
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Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Endorsement: Arkansas Amendatory	05/08/2008	BICCP6030-0408 Arkansas Amendatory.pdf

Beazley Commercial Property Endorsement



Endorsement: Arkansas Amendatory

This endorsement attaches to and forms part of Policy Number

Effective _____ at 12:01 a.m. local standard time at the mailing address of the Named Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

1. Section IX. Conditions, Item 2. Appraisal is deleted in its entirety and replaced by the following:
 2. **Appraisal**
 - a. If the Insured does not agree with the Underwriter on the amount of loss, and the Insured and Underwriter agree, the dispute is to first be submitted for independent appraisal. An agreement for independent appraisal must be made in writing within sixty (60) days after the Underwriter's receipt of the Insured's proof of loss. Each party will then choose a competent and disinterested appraiser. Each party will notify the other of the identity of its selection within thirty (30) days of the written demand for independent appraisal.
 - b. The two (2) appraisers chosen by the parties must then choose a competent and disinterested umpire. If the two (2) appraisers are unable to agree on an umpire within fifteen (15) days, the Insured or the Underwriter may petition a judge of a court of record in the state where the **Insured Loss** occurred, to select an umpire for the benefit of the parties.
 - c. The two (2) appraisers chosen by the parties shall then set the amount of loss and attempt to agree upon a written report of the amount of the loss to the Insured and the Underwriter. If the two (2) appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two (2) of these three (3) parties will set the amount of the loss to be paid by the Underwriter, subject to any other defenses to coverage.
 - d. Each party shall pay the fees of their own selected appraiser but will equally divide the fees of the umpire and any other expenses of the appraisal.
 - e. An agreement to settle the amount of loss by independent appraisal will not waive any of the Insured's rights or the Underwriter's rights to seek resolution in a court of jurisdiction.
2. Section IX. Conditions, Item 6. Cancellation is deleted in its entirety and replaced by the following:
 6. **Cancellation:**
 - a. The Named Insured may cancel this Policy at any time by:
 - i. Surrendering the Policy to the Underwriter; or
 - ii. Mailing or delivering to the Underwriter advance written notice of cancellation.

- b. The Underwriter may cancel this Policy by:

- iii. Mailing; or
- iv. Delivering;

Written notice of cancellation to the Named Insured at the address stated in Section II. Declarations, provided that the cancellation effective date is not less than:

- i. Sixty (60) days from the date of such mailing or delivery; or
- ii. Ten (10) days from the date of mailing or delivery if cancellation is based on non-payment of premium.

Written proof of mailing or delivery will be sufficient proof of notice.

- c. If this Policy is in effect more than sixty (60) days, the Underwriter may cancel this Policy only for one (one) or more of the following reasons:

- i. Nonpayment of premium;
- ii. Fraud or material misrepresentation by or with the knowledge of the Insured in obtaining this Policy, continuing this Policy or submitting a claim;
- iii. A material change in the risk insured that substantially increases any hazard insured against after this Policy is issued;
- iv. Violation of any local fire, health, safety, building or construction regulation or ordinance by an Insured if the violation substantially increases the hazard insured against;
- v. A material violation of a material provision of this Policy.

- d. The Underwriter will return unearned premium to the Insured:

- i. On a pro rata basis if the Underwriter cancels the Policy or;
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16. Legal Action against the Underwriter:

- a. No suit, action, or proceeding against the Underwriter for the recovery of any claim under this Policy will be sustainable in any court of law or equity unless:
 - i. The Insured has fully complied with all terms and conditions of this Policy; and
 - ii. Such suit, action or proceeding is initiated within the time allowed by law.

4. The following are added to Section IX. Conditions:

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- a. If the Underwriter elects not to renew this Policy, the Underwriter will mail or deliver to the Named Insured written notice of nonrenewal not less than sixty (60) days before the end of the Policy Period.
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