

SERFF Tracking Number: RWCA-125649707 State: Arkansas
Filing Company: Rockwood Casualty Insurance Company State Tracking Number: #? \$50
Company Tracking Number: WC FORMS FILING ARK 07 01 2008
TOI: 16.0 Workers Compensation Sub-TOI: 16.0001 Alternative WC
Product Name: Workers Compensation
Project Name/Number: /

Filing at a Glance

Company: Rockwood Casualty Insurance Company

Product Name: Workers Compensation

TOI: 16.0 Workers Compensation

Sub-TOI: 16.0001 Alternative WC

Filing Type: Form

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

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

State Filing Description:

SERFF Tr Num: RWCA-125649707 State: Arkansas

SERFF Status: Closed

Co Tr Num: WC FORMS FILING
ARK 07 01 2008

Co Status:

Author: Andra Snyder

Date Submitted: 05/16/2008

State Tr Num: #? \$50

State Status: Fees verified

Reviewer(s): Betty Montesi, Carol
Stiffler, Brittany Yielding

Disposition Date: 05/22/2008

Disposition Status: Approved

Effective Date (New): 07/01/2008

Effective Date (Renewal):

General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 05/22/2008

State Status Changed: 05/19/2008

Corresponding Filing Tracking Number:

Filing Description:

New editions to Forms WC 99 06 09 (AR) and WC 99 06 10 (AR)

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Company and Contact

Filing Contact Information

Andra Snyder, Regulatory Compliance Officer Andra.Snyder@RockwoodCasualty.com

654 Main Street

(814) 926-4661 [Phone]

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Rockwood, PA 15557 (814) 926-3249[FAX]

Filing Company Information

Rockwood Casualty Insurance Company
654 Main Street

CoCode: 35505
Group Code: 457

State of Domicile: Pennsylvania
Company Type: Property &
Casualty

Rockwood, PA 15557
(814) 926-4661 ext. 5232[Phone]

Group Name:
FEIN Number: 25-1620138

State ID Number:

SERFF Tracking Number: RWCA-125649707 State: Arkansas
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Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Rockwood Casualty Insurance Company	\$0.00	05/16/2008	

SERFF Tracking Number: RWCA-125649707 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Carol Stiffler	05/22/2008	05/22/2008

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending	Carol Stiffler	05/19/2008	05/19/2008

Industry Response

Response Letters

Responded By	Created On	Date Submitted
Andra Snyder	05/22/2008	05/22/2008

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Disposition

Disposition Date: 05/22/2008
Effective Date (New): 07/01/2008
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: RWCA-125649707 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Large Deductible Endorsement	Approved	Yes
Form	Large Deductible Endorsement	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 05/19/2008
Submitted Date 05/19/2008
Respond By Date

Dear Andra Snyder,

This filing indicates that no filing fee is necessary. The filing fee is \$50 for a rate filing. This rate filing can be approved contingent on receiving the \$50 filing fee. Please acknowledge that the fee has been sent, provide the check # and date that the check is sent. As long as I receive the check before the requested effective date of 7/1/08, then the filing can be approved.

Please feel free to contact me if you have questions.

Sincerely,
Carol Stiffler

Response Letter

Response Letter Status Submitted to State
Response Letter Date 05/22/2008
Submitted Date 05/22/2008

Dear Carol Stiffler,

Comments:

Response 1

Comments: I apologize for the oversight. I sent a check on May 21st in the amount of \$50 - it should arrive at your office by Tuesday, May 27th. The Rockwood check number was #0237251.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

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No Rate/Rule Schedule items changed.

Sincerely,
Andra Snyder

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Large Deductible Endorsement	WC 99 06 09 (AR)	07/2008	Endorsement/Amendment/Conditions	Replaced Form #: WC 99 06 09 (AR) 07/2006 Previous Filing #: Paper filing 10/5/2006		WC 99 06 09 AR 07 2008.pdf
Approved	Large Deductible Endorsement	WC 99 06 10 (AR)	07/2008	Endorsement/Amendment/Conditions	Replaced Form #: WC 99 06 10 (AR) 07/2006 Previous Filing #: Paper filing 10/5/2006		WC 99 06 10 AR 07 2008.pdf

This endorsement modifies insurance provided under the following;

LARGE DEDUCTIBLE ENDORSEMENT
(ALLOCATED EXPENSE ADDED TO THE DEDUCTIBLE LIMIT)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF DEDUCTIBLES

COVERAGE	DEDUCTIBLE AMOUNT	BASIS
Bodily Injury By Accident	\$ _____	each occurrence
Bodily Injury By Disease	\$ _____	each claim
All Covered Bodily Injury Aggregate	*\$ _____	

* Unlimited unless a dollar amount is entered in the blank space.

NOTICE

THIS WORKERS' COMPENSATION POLICY CONTAINS A DEDUCTIBLE OPTION UNDER WHICH YOU, THE EMPLOYER, ARE REQUIRED TO REIMBURSE THE CARRIER FOR ALL LOSSES WITHIN THE STATED DEDUCTIBLE NO LATER THAN THIRTY (30) DAYS FROM THE BILLING THEREFOR. ALL CLAIMS, BEGINNING WITH THE FIRST DOLLAR, WILL FIRST BE PAID BY THE CARRIER. PLEASE READ THIS POLICY CAREFULLY AND UNDERSTAND ITS CONDITIONS THOROUGHLY.

This deductible endorsement applies between you and us. It does not affect or alter the rights of others under the policy.

A. How This Deductible Applies

1. Each Occurrence; Each Claim

In consideration of a reduced premium, you agree to reimburse us, up to the deductible amount shown above, for the total sums we pay for:

- a. all benefits required of you by the workers' compensation or occupational disease law of the states listed in the schedule of premium factors; plus
- b. all sums you legally must pay as damages because of
 - (1) bodily injury by accident to your employees arising out of any one "occurrence";
 - (2) bodily injury by disease to your employee arising out of any one "claim".

In addition to the deductible amount, you agree to pay us for all "allocated loss adjustment expense".

2. Policy Period Aggregate

If an aggregate amount is shown in the schedule of deductibles, the most you must reimburse us for is the sum of all benefits and damages because of bodily injury by disease for each policy period, limited to the amount of the aggregate, plus all "allocated loss adjustment expenses".

You are obligated to reimburse us for losses and expenses equal to the full amount of the aggregate even if:

- a. this endorsement is issued for a term of less than one (1) year or
- b. the policy, or this endorsement, is canceled for any reason by you or by us before the end of the policy period.

The premium you must pay for this endorsement will be determined by multiplying the premium factor for each state in which this deductible applies by the "standard premium" you would be required to pay in each state if this endorsement did not apply. The premium factors and states to which the deductible applies appears in the schedule of premium factors below.

<u>SCHEDULE OF PREMIUM FACTORS</u>	
<u>STATE</u>	<u>PREMIUM FACTOR</u>

B. Effect of the Deductible on the Limits of Liability

With respect to the Employers' Liability Insurance provided by this policy, the applicable "each employee", "each accident", "policy" or other similar limits of liability are reduced by the sum of all damages (other than "allocated loss adjustment expense") within the applicable deductible amount shown in the schedule of deductibles. The limits of liability shown in item 3.B of the Information Page of this policy include and are not in addition to the deductible amount. This provision applies whether the Employers' Liability Insurance is provided by PART TWO or by an endorsement to this policy.

C. Definitions

- 1. "Allocated loss adjustment expense" means claim adjustment expense directly allocated by us to a particular claim. Such expense shall include, but shall not be limited to, attorneys' fees for claims in suit, court costs and other specific items of expense such as costs of medical examination, fees for expert medical or other testimony, laboratory and x-ray costs, autopsy expenses, stenographic fees, witness fees and summonses, and copies of documents. "Allocated loss adjustment expenses: does not include salaries of our employees or staff attorneys, or our overhead costs.
- 2. "Claim" means a demand you receive for:
 - a. benefits required of you by the workers compensation law; or
 - b. damages covered by this policy, including a filing by your employee for such benefits with an agency authorized by law, of a suit or other proceeding brought by your employee for such benefits or damages. "By your employee" includes such action taken by others legally entitled to do so on his or her behalf.

All claims for benefits or damages because of bodily injury by the same or related diseases to any one person will be considered as one claim when determining how the deductible amounts apply.

-
3. "Occurrence" means a single accident which results in bodily injury to one or more of your employees.
 4. "Standard premium" means the premium calculated in accordance with PART FIVE PREMIUM of this policy, but it does not include the expense constant charge or the premium discount credit.

D. Conditions

1. Recovery From Others

We have your rights and the rights of persons entitled to the benefits of this insurance to recover all advances and payments, including those within the deductible amount, from anyone liable for the injury.

You will do everything necessary to protect those rights for us and to help us enforce them.

If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us in excess of the deductible amount; then the remainder of the recovery, if any, will be applied to reduce the deductible amount paid by you.

2. Cancellation

Failure to reimburse within the 30 days deductible amounts invoiced to you by the carrier has the same effect as not paying premium, and we will issue a ten (10) day notice of cancellation of the policy as required by Ark. Code Ann. §11-9-408(b)(2).

If we cancel in accordance with the prior paragraph, your obligation to reimburse us as required by other terms of this endorsement is not waived, and we will retain our right to enforce such reimbursement, if necessary.

3. Your Duties

- a. The first Named Insured shown in the Declarations agrees and is obligated on behalf of all Named Insureds to reimburse us for any deductible amounts that we expend.
- b. Each Named Insured is jointly and severally liable for all deductible amounts under this policy.

4. Other Rights and Duties (Ours and Yours)

All other terms of this policy, not in conflict with this endorsement, apply irrespective of application of this endorsement.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

This endorsement modifies insurance provided under the following;

LARGE DEDUCTIBLE ENDORSEMENT
(ALLOCATED EXPENSE INCLUDED WITHIN THE DEDUCTIBLE LIMIT)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF DEDUCTIBLES

COVERAGE	DEDUCTIBLE AMOUNT	BASIS
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This deductible endorsement applies between you and us. It does not affect or alter the rights of others under the policy.

A. How This Deductible Applies

1. Each Occurrence; Each Claim

In consideration of a reduced premium, you agree to reimburse us, up to the deductible amount shown above, for the total sums we pay for:

- a. all benefits required of you by the workers' compensation or occupational disease law of the states listed in the schedule of premium factors; plus
- b. all sums you legally must pay as damages; plus
- c. all "allocated loss adjustment expense" which arises out of any claim or suit we defend because of:
 - (1) bodily injury by accident to your employees arising out of any one "occurrence";
 - (2) bodily injury by disease to your employee arising out of any one "claim".

2. Policy Period Aggregate

If an aggregate amount is shown in the schedule of deductibles, the most you must reimburse us for is the sum of all benefits, damages and "allocated loss adjustment expense" because of bodily injury by accident and bodily injury by disease for each policy period, limited to the amount of the aggregate.

You are obligated to reimburse us for losses and expenses equal to the full amount of the aggregate even if:

- a. this endorsement is issued for a term of less than one (1) year or
- b. the policy, or this endorsement, is canceled for any reason by you or by us before the end of the policy period.

The premium you must pay for this endorsement will be determined by multiplying the premium factor for each state in which this deductible applies by the "standard premium" you would be required to pay in each state if this endorsement did not apply. The premium factors and states to which the deductible applies appears in the schedule of premium factors below.

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<u>STATE</u>	<u>PREMIUM FACTOR</u>

B. Effect of the Deductible on the Limits of Liability

With respect to the Employers' Liability Insurance provided by this policy, the applicable "each employee", "each accident", "policy" or other similar limits of liability are reduced by the sum of all damages (other than "allocated loss adjustment expense") within the applicable deductible amount shown in the schedule of deductibles. The limits of liability shown in item 3.B of the Information Page of this policy include and are not in addition to the deductible amount. This provision applies whether the Employers' Liability Insurance is provided by PART TWO or by an endorsement to this policy.

C. Definitions

- 1. "Allocated loss adjustment expense" means claim adjustment expense directly allocated by us to a particular claim. Such expense shall include, but shall not be limited to, attorneys' fees for claims in suit, court costs and other specific items of expense such as costs of medical examination, fees for expert medical or other testimony, laboratory and x-ray costs, autopsy expenses, stenographic fees, witness fees and summonses, and copies of documents. "Allocated loss adjustment expenses" does not include salaries of our employees or staff attorneys, or our overhead costs.
- 2. "Claim" means a demand you receive for:
 - a. benefits required of you by the workers' compensation law; or
 - b. damages covered by this policy, including a filing by your employee for such benefits with an agency authorized by law, of a suit or other proceeding brought by your employee for such benefits or damages. "By your employee" includes such action taken by others legally entitled to do so on his or her behalf.

All claims for benefits or damages because of bodily injury by the same or related diseases to any one

person will be considered as one claim when determining how the deductible amounts apply.

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If we recover any advance or payment made under this policy from anyone liable for the injury, the amount we recover will first be applied to any payments made by us in excess of the deductible amount; then the remainder of the recovery, if any, will be applied to reduce the deductible amount paid by you.

2. Cancellation

Failure to reimburse within the 30 days deductible amounts invoiced to you by the carrier has the same effect as not paying premium, and we will issue a ten (10) day notice of cancellation of the policy as required by Ark. Code Ann. §11-9-408(b)(2).

If we cancel in accordance with the prior paragraph, your obligation to reimburse us as required by other terms of this endorsement is not waived, and we will retain our right to enforce such reimbursement, if necessary.

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- a. The first Named Insured shown in the Declarations agrees and is obligated on behalf of all Named Insureds to reimburse us for any deductible amounts that we expend.
- b. Each Named Insured is jointly and severally liable for all deductible amounts under this policy.

4. Other Rights and Duties (Ours and Yours)

All other terms of this policy, not in conflict with this endorsement, apply irrespective of application of this endorsement.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of this policy other than as stated above.

SERFF Tracking Number: *RWCA-125649707* *State:* *Arkansas*
Filing Company: *Rockwood Casualty Insurance Company* *State Tracking Number:* *#? \$50*
Company Tracking Number: *WC FORMS FILING ARK 07 01 2008*
TOI: *16.0 Workers Compensation* *Sub-TOI:* *16.0001 Alternative WC*
Product Name: *Workers Compensation*
Project Name/Number: */*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: RWCA-125649707 State: Arkansas
Filing Company: Rockwood Casualty Insurance Company State Tracking Number: #? \$50
Company Tracking Number: WC FORMS FILING ARK 07 01 2008
TOI: 16.0 Workers Compensation Sub-TOI: 16.0001 Alternative WC
Product Name: Workers Compensation
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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved

05/22/2008

Comments:

Transmittal document attached

Attachment:

Property and Casualty Transmittal ARL Lg Ded.pdf

Property & Casualty Transmittal Document

Reset Form

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

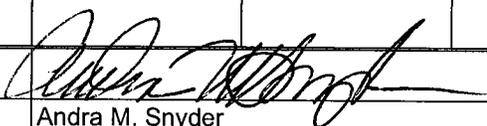
3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Rockwood Casualty Insurance Company	PA	35505	25-1620138	37

5. Company Tracking Number	WC FORMS FILING AR 07 01 2008
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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
Andra M. Snyder	Regulatory Compliance Officer	814-926-5232	814-926-3249	Andra.Snyder@RockwoodCasualty.com
654 Main Street Rockwood, PA 15557				

7. Signature of authorized filer 

8. Please print name of authorized filer Andra M. Snyder

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

9. Type of Insurance (TOI)	16.0 Workers Compensation
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input 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)	NCCI
17. Reference Organization # & Title	NCCI Forms Manual - Countrywide and Arkansas specific
18. Company's Date of Filing	05/16/2008
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 #	WC Forms Filing AR 07 01 2008
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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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Rockwood Casualty Insurance Company is filing the enclosed WC Forms for use in Arkansas on policies effective on and after 07/01/2008. Note that included in this Forms Filing are two forms related to a Large Deductible Program - Rockwood has had a similar Large Deductible Program in place in our domicile state (PA) since 1994. These two forms replace earlier editions filed (07/2006). The new editions included revised language in the Section B. - Effect of the Deductible on the Limits of Liability. The 7/2006 edition contained language mandated by another state and did not permit reduction of the limits of liability, and that language is not appropriate for Arkansas.

[View Complete Filing Description](#)

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

Check #:
Amount:

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

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

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 #	WC Forms Filing AR 07/01/2008			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	N/A			
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	Large Deductible Endorsement	WC 99 06 09 AR (07/2008)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	WC 99 06 09 (07/2006)	
02	Large Deductible Endorsement	WC 99 06 10 AR (07/2008)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	WC 99 06 10 (07/2006)	
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1