

SERFF Tracking Number: BEUW-125679530 State: Arkansas
Filing Company: StarNet Insurance Company State Tracking Number: EFT \$150
Company Tracking Number: AR-PDP-IM-FM-2008-01
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Petroleum Dealers Program
Project Name/Number: Petroleum Dealers Program - Rules & Forms/

Filing at a Glance

Company: StarNet Insurance Company
Product Name: Petroleum Dealers Program SERFF Tr Num: BEUW-125679530 State: Arkansas
TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: EFT \$150
Sub-TOI: 09.0005 Other Commercial Inland Marine Co Tr Num: AR-PDP-IM-FM-2008-01 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins
Authors: Ryan Boulware, Donald Harrison Disposition Date: 06/11/2008
Date Submitted: 06/06/2008 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New): 06/11/2008
Effective Date Requested (Renewal): On Approval Effective Date (Renewal): 06/11/2008

State Filing Description:

General Information

Project Name: Petroleum Dealers Program - Rules & Forms Status of Filing in Domicile: Authorized
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 06/11/2008
State Status Changed: 06/11/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

StarNet Insurance Company hereby submits the captioned filing for your review and approval. This is new material for the Inland Marine line of business that is to be added to our Petroleum Dealers Program that has been previously filed and approved.

A coverage form and an endorsement are being submitted along with a declarations page to accommodate their use. A

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rules page to further define their use is also a part of the product material for this filing package. The rules page is being concurrently submitted under separate cover unless your state accepts combination rule/forms filings.

We respectfully request an effective date upon your approval/acknowledgement of this filing.

Please note that this filing is mutually exclusive to all other Programs filed and approved on behalf of StarNet Insurance Company. All other filed and approved Programs for StarNet Insurance Company remain of file without change.

Company and Contact

Filing Contact Information

Ryan Boulware, Regulatory Filing Analyst rboulware@bupllc.com
 215 Shuman Blvd. (630) 210-0397 [Phone]
 Naperville, IL 60563 (630) 210-0377[FAX]

Filing Company Information

StarNet Insurance Company	CoCode: 40045	State of Domicile: Delaware
215 Shuman Blvd., Suite 200	Group Code: 98	Company Type: Stock
Naperville, IL 60563	Group Name:	State ID Number:
(630) 210-0360 ext. [Phone]	FEIN Number: 22-3590451	

Filing Fees

Fee Required? Yes
 Fee Amount: \$0.00
 Retaliatory? No
 Fee Explanation: 3 forms @ \$50.00/form
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
StarNet Insurance Company	\$150.00	06/06/2008	20701723

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/11/2008	06/11/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Overpayment on Filing Fee	Note To Filer	Llyweyia Rawlins	06/11/2008	06/11/2008

SERFF Tracking Number: *BEUW-125679530* *State:* *Arkansas*
Filing Company: *StarNet Insurance Company* *State Tracking Number:* *EFT \$150*
Company Tracking Number: *AR-PDP-IM-FM-2008-01*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0005 Other Commercial Inland Marine*
Product Name: *Petroleum Dealers Program*
Project Name/Number: *Petroleum Dealers Program - Rules & Forms/*

Disposition

Disposition Date: 06/11/2008

Effective Date (New): 06/11/2008

Effective Date (Renewal): 06/11/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: BEUW-125679530 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	MOTOR TRUCK CARGO DECLARATIONS	Approved	Yes
Form	MOTOR TRUCK CARGO COVERAGE FORM	Approved	Yes
Form	ENDORSEMENT FOR MOTOR COMMON CARRIER POLICIES OF INSURANCE	Approved	Yes

SERFF Tracking Number: *BEUW-125679530* *State:* *Arkansas*
Filing Company: *StarNet Insurance Company* *State Tracking Number:* *EFT \$150*
Company Tracking Number: *AR-PDP-IM-FM-2008-01*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0005 Other Commercial Inland Marine*
Product Name: *Petroleum Dealers Program*
Project Name/Number: *Petroleum Dealers Program - Rules & Forms/*

Note To Filer

Created By:

Llyweyia Rawlins on 06/11/2008 02:23 PM

Subject:

Overpayment on Filing Fee

Comments:

Hello Ryan

The Arkansas Form filing fee is only \$50. It doesn't matter how many forms or companies you have. A refund will be coming shortly for \$100.

Thanks

Llyweyia Rawlins

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	MOTOR TRUCK CARGO DECLARATIONS	CM 76 76	08 06	Declaration New s/Schedule		0.00	CM 76 76 08 06 Truck Cargo Declarations .pdf
Approved	MOTOR TRUCK CARGO COVERAGE FORM	CM 76 77	08 06	Policy/CoveNew rage Form		0.00	CM 76 77 08 06 Motor Truck Cargo Coverage Form .pdf
Approved	ENDORSEMENT FOR MOTOR COMMON CARRIER POLICIES OF INSURANCE	BMC 32	08 06	Endorseme New nt/Amendm ent/Condi tions		0.00	BMC 32 08 06 Endorsemen t for Motor Carrier.pdf

Policy No.

**MOTOR TRUCK CARGO DECLARATIONS
(Carriers' Liability)**

NAMED INSURED:

POLICY PERIOD

PREMIUM FOR THIS COVERAGE FORM \$

LIMITS OF INSURANCE

The most we will pay is:

\$ in any one "loss" but not more than:
\$ on any one vehicle while in "transit"

DEDUCTIBLE AMOUNT \$

OPTIONAL COVERAGES ENDORSEMENTS (applicable only when indicated by (X) in parenthesis)

- ()
- ()
- ()
- ()
- ()
- ()
- ()
- ()
- ()
- ()

FORMS AND ENDORSEMENTS applicable to this Coverage Part:

MOTOR TRUCK CARGO COVERAGE FORM (Carriers' Liability)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F — **DEFINITIONS.**

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this Coverage Form, means property of others that you have accepted for transportation as a common or contract motor carrier under your tariff and bill of lading or shipping receipt issued by you, or as a contract carrier under contract

We cover property only while:

- a. contained in or on any land vehicle while in "transit" and/or during "loading" or "unloading";
or
- b. at premises.

But, we cover property only at premises shown in the Declarations; coverage does not apply to property for which a storage charge is made.

2. Property Not Covered

Covered Property does not include:

- a. accounts, bills, blue prints, currency, deeds, evidences of debt, money, notes, securities, commercial paper or other documents of value;
- b. bullion, gold, silver, platinum or other precious alloys or metals, jewelry, watches, precious or semiprecious stones or similar valuable property;
- c. furs;
- d. paintings, statuary and other works of art;
- e. "intermodal" containers, trailers or other carrying conveyance;
- f. live animals, birds or fish except as follows:

We only cover your liability for theft or death or destruction directly resulting from or made necessary by fire, smoke, explosion, rioters, strikers, civil commotion, flood, or by collision, upset or overturn of the vehicle carrying the property, if these causes of "loss" would be covered under this Coverage Form;

- g. contraband, or property in the course of illegal transportation or trade.
- h. pads, tarpaulins, handtrucks, chains, tiedowns and similar equipment used on or in connection with vehicles you own or operate.

3. Covered Causes Of Loss

Covered Causes of Loss means your legal liability as a common or contract motor carrier, either as imposed by law or assumed by contract, for Direct **Physical "Loss" to Covered Property** except those Causes of "Loss" listed in the Exclusions.

4. Coverage Extensions

a. Earned Freight Charges

We cover your earned freight charges that you are unable to collect as a result of a "loss" covered by this Coverage Form. The most we will pay in any one occurrence is \$2,500. This limit is separate from the Limits of Insurance shown in the Declarations.

b. Debris Removal

(1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:

(a) the date of direct physical "loss," or

(b) the end of the policy period.

(2) The most we will pay under this coverage is 10% of the applicable Limit of Insurance for direct physical "loss" to Covered Property, up to a maximum of \$5,000 for the sum of all such expenses for each occurrence. The Debris Removal Limit is separate from the Limit of Insurance stated elsewhere in the policy.

c. Reloading Expense

If Covered Property is spilled as a result of an accident to the conveying vehicle, we will pay your expense to reload the Covered Property. This coverage applies when there is no "loss" to the Covered Property. The most we will pay in any one occurrence is \$5,000. This limit is separate from the Limits of Insurance shown in the Declaration.

The additional coverages for Debris Removal and Reloading Expense do not apply to the cost to:

(a) extract "pollutants" from land or water; or

(b) remove, restore or replace polluted land or water.

B. EXCLUSIONS

1. We will not pay your liability for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

b. Nuclear Hazard

(1) any weapon employing atomic fission or fusion; or

(2) nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

c. War and Military Action

(1) war, including undeclared or civil war;

(2) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay your liability for a "loss" caused by or resulting from any of the following:

a. delay, loss of use, loss of market or any other consequential loss.

b. dishonest acts by you, your employees or authorized representatives (including operators under contract to you).

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment

c. spoilage, deterioration, contamination, freezing, rusting, extremes of temperature, shrinkage, evaporation, loss of weight, or change in flavor, finish or texture.

But we will pay your liability for direct "loss" caused by fire, explosion, smoke, riot or civil commotion, vandalism or malicious mischief, theft, collision, flood, upset or overturn of the transporting conveyance.

3. We will not pay your liability for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for the resulting "loss."

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause in event excluded in paragraph 1. above to produce the "loss."

b. Wear and tear, any quality in the property that causes it to damage or destroy itself, insects, vermin and rodents.

4. We will not pay for any costs or penalties you incur for violation of any law or regulation that applies to your delay in payments, denial or settlement of any claim made against you by others for "loss" to Covered Property.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limits of Insurance shown in the Declarations.

D. DEDUCTIBLE

We will pay only the amount of the adjusted "loss" in any one occurrence in excess of the Deductible amount shown in the Declarations, up the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and Common Policy Conditions:

1. Coverage Territory

We cover property within:

- a. the states of the United States (excluding Alaska);
- b. Canada

but we do not cover any property in transit to or from Hawaii.

2. Valuation

General Condition E Valuation Subparagraph 1 in the Commercial Inland Marine Conditions is replaced by the following:

- I. a. the amount for which you are liable;
- b. the amount of invoice, or in the absence of an invoice, the actual cash value of that property as of the time of "loss";

3. Claims Against Others

The following is added to Commercial Inland Marine Loss Condition C., Duties in the Event of Loss:

- 11. You must promptly make claim in writing against any other party who may be liable for the "loss."

4. Impairment of Rights of Recovery

The following is added to Commercial Inland Marine Loss Condition K., Transfer of Rights of Recovery Against Others to Us:

You may accept bills of lading or shipping receipts issued by other carriers that limit their liability to less than the actual value of the property.

5. Labels

In the event of "loss" only to the identifying labels or wrappers containing the Covered Property, we will pay the cost to replace those labels or wrappers if the "loss" is caused by or results from a Covered Cause of Loss.

6. Records

You shall keep accurate records of your trucking business and all "gross receipts" from transporting the property covered by this Coverage Form. You shall retain these records for three years after the policy ends.

7. Reimbursement to Us

We may endorse this policy at your request to comply with the requirements of the Interstate Commerce Commission or any other governmental authority.

If we pay any "loss" solely because of any such endorsement, you will promptly reimburse us for that payment and any other expense we have in connection with that payment

8. Adjustment and Payment of Loss

At our option, we may adjust the "loss" with and pay to:

- a. you, for the account of whom it may concern; or
- b. your customer, or the owners of the Covered Property.

If legal actions are taken to enforce a claim against you, we reserve the right, at our option, without expense to you, to conduct and control your defense. This action will not increase our liability under your policy, nor increase the Limits of Insurance specified.

9. Reporting (applies only if indicated on Declarations).

- a. **Reports.** Within 15 days after the end of each reporting period shown in the Declarations you will report to us the full amount of "gross receipts" (both collected and uncollected) from your trucking business.

b. Rates and Premium

(1) Premium Computation. We will compute the premium

- (a) Using the rates shown in the Declarations, and
- (b) As of each Premium Adjustment Period shown in the Declarations.

(2) Premium Adjustment

- (a) When the Annual Premium Adjustment Period is shown in the Declarations, we will compare the total computed premium to the Deposit Premium. If the total computed premium is more than the Deposit Premium, you will pay us the difference. If it is less than the Deposit Premium, we will pay you the difference.
- (b) When monthly or quarterly Premium Adjustment Period is shown in the Declarations, we will apply the computed premium to the Deposit Premium until it is used up. You will pay us all premiums that exceed the Deposit Premium as earned with each report
- (c) If this coverage is cancelled within 30 days of the cancellation date you will report the full amount of "gross receipts" from your trucking business up to and including the date of cancellation.

(3) Minimum Premium

You must pay at least the minimum annual premium shown in the Declarations.

(4) Failure to Submit Reports

If you have failed to submit the required reports to us or our duly authorized agent on or before the due date, this policy will be subject to cancellation for nonpayment of premium.

10. Excess Insurance

You agree that no excess insurance over and above the Limits of Insurance of this policy shall be provided by any other policy.

F. DEFINITIONS

“Loss” means accidental loss or damage.

“Gross receipts” means the total amount of receipts to which you are entitled for the packing, loading, unloading and transporting of Covered Property, regardless of whether you or another carrier originated the transportation.

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

“Transit” begins with the actual movement of the goods from the point of shipment bound for a specific destination. It remains in transit during the ordinary, reasonable and necessary stops, interruptions, delays or transfers incidental to the route and method of shipment, including rest periods taken by the driver(s). Transit ends upon acceptance of the goods by or on behalf of the consignee at destination, but shall not extend beyond 168 hours following arrival at destination.

“Intermodal” containers are containers used in combination with another mode of transportation, such as trailer on flatcar.

“Loading” means the lifting or moving of Covered Property from the ground, or a loading platform immediately adjacent to the transporting conveyance, onto the transporting conveyance.

“Unloading” means the lowering or moving of Covered Property from the transporting conveyance to the ground, or a loading platform immediately adjacent to the transporting conveyance.

**ENDORSEMENT FOR MOTOR COMMON CARRIER POLICIES OF INSURANCE FOR
CARGO LIABILITY (UNDER SECTION 215, INTERSTATE COMMERCE ACT)**

Attached to and forming part of Policy No.

issued by
(herein called Company) of

The policy to which this endorsement is attached is a cargo insurance policy and is hereby amended to assure compliance by the insured, as a common carrier of property by motor vehicle, with Section 215 of the Interstate Commerce Act, with reference to making compensation to shippers or consignees for all property belonging to shippers or consignees coming into the possession of such carrier in connection with its transportation service under certificate of public convenience and necessity issued to the insured by the Interstate Commerce Commission, or otherwise in transportation in interstate or foreign commerce subject to Part II of the Interstate Commerce Act, and with the pertinent rules and regulations of the Interstate Commerce Commission.

In consideration of the premium stated in the policy to which this endorsement is attached, the Company hereby agrees to pay, within the Limits of Liability hereinafter provided, any shipper or consignee for all loss of or damage to all property belonging to such shipper or consignee, and coming into the possession of the Insured in connection with such transportation service, for which loss or damage the Insured may be held legally liable, regardless of whether the motor vehicles, terminals, warehouse, and other facilities used in connection with the transportation of the property hereby insured are specifically described in the policy or not. The liability of the Company extends to such losses or damages whether occurring on the route or in the territory authorized to be service by the Insured or elsewhere.

Within the Limits of Liability hereinafter provided it is further understood and agreed that no condition, provision, stipulation, or limitation contained in the policy or any other endorsement therein or violation thereof, or of this endorsement by the Insured, shall affect in any way the right of any shipper or consignee, or relieve the Company from liability for the payment of any claim arising out of such transportation service for which the Insured may be held legally liable to compensate shippers or consignees, irrespective of the financial responsibility or lack thereof or insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which this endorsement is attached are to remain in full force and effect as binding between the Insured and the Company. The Insured agrees to reimburse the Company for any payment made by the Company on account of any loss or damage involving a breach of the terms of the policy and for any payment that the Company would not have been obligated to make under the provisions of the policy, except for the agreement contained in this endorsement.

The liability of the Company for the limits provided in the endorsement shall be a continuing on notwithstanding any recovery hereunder. The Company shall not be liable for an amount in excess of \$5,000 in respect to all losses or damages to property

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TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Petroleum Dealers Program
Project Name/Number: Petroleum Dealers Program - Rules & Forms/

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BEUW-125679530

State: Arkansas

Filing Company: StarNet Insurance Company

State Tracking Number: EFT \$150

Company Tracking Number: AR-PDP-IM-FM-2008-01

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved

06/11/2008

Comments:

Please see attached.

Attachment:

Trans Doc AR IM FM Trans Doc.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
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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

7. Signature of authorized filer	
8. Please print name of authorized filer	

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

9. Type of Insurance (TOI)	
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 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: <input style="width: 100px;" type="text"/> Renewal: <input style="width: 100px;" type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

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.)

PC TD-1 pg 2 of 2

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 #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input 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		

PC FFS-1