

SERFF Tracking Number: CNNA-125701461 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CFIP-08-6010-AR
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
Liability
Product Name: CFIP-08-6010-AR
Project Name/Number: /

Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: CFIP-08-6010-AR

SERFF Tr Num: CNNA-125701461 State: Arkansas

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

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 05.0003 Commercial Package

Co Tr Num: CFIP-08-6010-AR

State Status: Fees verified and
received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins

Author: Sharon Whitaker

Disposition Date: 06/20/2008

Date Submitted: 06/19/2008

Disposition Status: Approved

Effective Date Requested (New): 01/01/2009

Effective Date (New): 01/01/2009

Effective Date Requested (Renewal): 01/01/2009

Effective Date (Renewal):
01/01/2009

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 06/20/2008

State Status Changed: 06/20/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

At this time, we wish to file form(s) per the attached memorandum.

Final copies are attached for your review.

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Filing fees will be sent through the Electronic Filing Fee System as a (EFT) filing.

Please be advised that we work on a 90-days-in-advance schedule. As a result, we would appreciate your approval by October 1, 2008, for the software to be mailed to our agents on November 1, 2008, for the effective date of January 1, 2009.

Your approval is respectfully requested for use on policies effective on or after January 1, 2009.

Company and Contact

Filing Contact Information

Sharon Grubbs, Senior Filings Analyst sharon_grubbs@cinfin.com
 6200 S. Gilmore Road (513) 870-2091 [Phone]
 Fairfield, OH 45014

Filing Company Information

The Cincinnati Insurance Company CoCode: 10677 State of Domicile: Ohio
 6200 S. Gilmore Road Group Code: 244 Company Type:
 Fairfield, OH 45014 Group Name: State ID Number:
 (513) 870-2000 ext. [Phone] FEIN Number: 31-0542366

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$50.00	06/19/2008	20988385

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/20/2008	06/20/2008

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Disposition

Disposition Date: 06/20/2008

Effective Date (New): 01/01/2009

Effective Date (Renewal): 01/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	MEMORANDUM	Approved	Yes
Form	LIENHOLDERS SINGLE INTEREST COVERAGE FORM	Approved	Yes
Form	LIENHOLDERS SINGLE INTEREST REPORT FORM	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	LIENHOLDERS SINGLE INTEREST COVERAGE FORM	MA 213	06 08	Policy/Coverage Replaced Form	Replaced Form #:0.00 MA 213 10 95 Previous Filing #: ?		MA213 06-08.pdf
Approved	LIENHOLDERS SINGLE INTEREST REPORT FORM	MA 450	06 08	Policy/Coverage Replaced Form	Replaced Form #:0.00 MA 450 05 93 Previous Filing #: ?		MA450 06-08.pdf

LIENHOLDERS SINGLE INTEREST COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and 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 **E - DEFINITIONS**.

A. COVERAGE

We will pay for "loss" of your "lienholders interest" resulting from direct physical "loss" or damage to "eligible collateral" by Covered Causes of Loss. This insurance applies only to "loss" arising out of an error or accidental omission in procuring and maintaining "valid insurance".

1. This insurance applies only upon the following conditions:

- a. Every loan agreement taken by you shall specify the required kinds of insurance applicable thereto.
- b. You shall, at the time any loan is consummated, make every reasonable effort to see to it that the "eligible collateral" is insured for its benefit by "valid insurance" upon each and all "eligible collateral" covered hereby. The "valid insurance" shall be of the kinds required under the terms of the loan contract, effective from the time its interest accrues, payable to you as lienholder and in an amount not less than the amount of its loans thereon.
- c. We shall not be liable for loss occurring more than ten days after you have knowledge that the required specific "valid insurance" for its benefit on "eligible collateral" is not in effect.
- d. This insurance is for your benefit only as lienholder and shall not inure to the benefit of any other interest whatsoever.

2. Covered Causes of Loss

The Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to "eligible collateral" for which coverage is a condition of the loan agreement.

They do not include:

- a. Causes of "loss" excluded under Section **B. Exclusions**; or
- b. "Loss" due to a cause of "loss" for which the "borrowers" are not required to maintain insurance coverage under the loan agreement.

B. EXCLUSIONS

This insurance does not apply to any "loss":

1. Resulting directly or indirectly from any fraudulent or criminal act of any officer or employee of the Named Insured.
2. Caused by or resulting from any of the following:
 - a. Nuclear reaction or radiation, or radioactive contamination, however caused;
 - b. The explosion of any weapon employing atomic fission or fusion;
 - c. War, including undeclared or civil war;
 - d. 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;
 - e. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
3. Caused by or resulting from wear and tear, gradual deterioration, obsolescence, rust, corrosion, latent defect, freezing or overheating.
4. Caused by or resulting from any repairing, restoration or modification process, structural, mechanical or electrical breakdown.

But if loss or damage by fire results, we will pay for that resulting loss or damage.
5. To "eligible collateral" designed or modified for use in racing or as a public livery vehicle.

C. LIMIT OF INSURANCE

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

D. ADDITIONAL CONDITIONS

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

1. VALUATION

Valuation as described in the Commercial Inland Marine Conditions is deleted and replaced with the following:

We shall not be liable under this policy for:

a. An amount exceeding the lowest of the following:

- (1) Cost of repair or replacement of the "eligible collateral";
- (2) The actual cash value of the "eligible collateral" at time of loss or damage; or
- (3) The amount of any impairment of your interest as represented by the "borrower's" unpaid balance not more than sixty days past due less interest, insurance, finance, and other carrying charges, computed pro rata as of the date of loss. Such carrying charges shall be deemed to accrue in equal installments on the payment dates fixed by the purchase contract or loan agreement and shall not include penalties or other charges which may have been added to such unpaid balance after the inception date of purchase contract or loan agreement.

b. More than the balance due you as lienholder less the amount due under all other "valid insurance" on the damaged or destroyed "eligible collateral" whether by solvent or insolvent insurers; also less any amount recoverable by you under any specific insurance on the "eligible collateral" not payable to you.

2. REPORTS AND PREMIUMS

a. **Reports.** You must file with us a Lienholders Single Interest Report, within 30 days of the end of each "reporting period", showing the total number of new loan agreements for each of the following:

- (1) Private passenger automobiles, vans or light trucks (not to exceed a one-ton rating);
- (2) Recreational vehicles limited to motorhomes, travel trailers,

camper trailers, camper bodies, all terrain vehicles, snowmobiles or motorcycles; and

(3) Watercraft (not to exceed 50 feet in length).

b. Premium Adjustment

The premium charged at the inception of each policy year is an advance premium. At each premium adjustment period or when the policy is terminated earned premium will be determined by applying the agreed rate to the reported number of loan agreements. If the earned premium is:

- (1) Greater than the deposit premium we will charge additional premium; or
- (2) Less than the deposit premium we will return excess premium other than the Annual Minimum Premium as shown in the Lienholders Single Interest Coverage Part Declarations.

3. EXAMINATION OF RECORDS

We may, through any authorized representative and at all reasonable times, have access to your books and records for the purpose of determining any fact relating to this insurance. Any evasion or attempted evasion by you in connection with monthly statements, payment of premium hereunder, or any matter relating to this insurance shall void this policy and shall be an absolute defense to any suit or action brought under this policy.

4. VIOLATION OF POLICY CONDITIONS BY BORROWER

This insurance shall not be invalidated by:

- a. Any act or neglect of a "borrower" or owner of individual "eligible collateral" covered hereunder;
- b. Any foreclosure or any other proceedings or notice of sale relating to said "eligible collateral";
- c. Change in title or ownership of the "eligible collateral"; or
- d. Use of the "eligible collateral" for purposes more hazardous than are permitted by the individual policies covering "eligible collateral" in which you have a "lienholders interest";

provided that in case the "borrower" neglects to pay the premium due under the specific policies covering "eligible collat-

eral" you pay the premium to keep "valid insurance" in effect or obtain "valid insurance".

5. EXCESS INSURANCE

This is excess insurance and shall not be treated as contributing insurance with specific "valid insurance".

E. DEFINITIONS

1. "Borrower" means the purchaser of "eligible collateral" used as collateral under a loan agreement with the Named Insured.
2. "Eligible collateral", means the following types of vehicles, recreational vehicles and watercraft that is pledged by the "borrower" to the Named Insured as collateral for a loan:
 - a. Private passenger automobiles, vans or light trucks (not to exceed a one-ton rating);
 - b. Recreational vehicles limited to motorhomes, travel trailers, camper trailers, camper bodies, all terrain vehicles, snowmobiles or motorcycles;
 - c. Watercraft (not to exceed 50 feet in length).

"Eligible collateral" does not include automobiles, recreational vehicles or watercraft held for sale by an automobile, recreational vehicle or watercraft dealer.

"Eligible collateral" does not include any vehicle, recreational vehicle or watercraft used as emergency vehicles, taxi or livery service, rental vehicle, commercial use vehicle or vehicles used in exhibitions or competitive events.

3. "Lienholders interest" means the Named Insured's interest in "eligible collateral" as collateral under a loan agreement between the "borrower" and the Named Insured.
4. "Loss" means direct and accidental loss or damage that takes place during the policy period shown in the Declarations.
5. "Reporting Period" means the period of time for which the Reports are due, as shown in the Lienholders Single Interest Coverage Part Declarations. If the Declarations shows:
 - a. Monthly, reports must show values as of the last day of the month; and the "reporting period" ends on the last day of each month.
 - b. Quarterly, reports must show values as of the last day of each month; but the "reporting period" ends on the last day of
 - (1) March;
 - (2) June;
 - (3) September; and
 - (4) December
 - c. Policy Year or Annual, reports must show values as of the last day of each month; but the "reporting period" ends on the policy anniversary date.
6. "Valid insurance" means the type of insurance, normally physical damage, required under the terms of the loan agreement between the "borrower" and you and requiring you to be named as loss payee or lienholder.

THE CINCINNATI INSURANCE COMPANY

LIENHOLDERS SINGLE INTEREST REPORT FORM

Named Insured: _____

Policy Number: _____

Agency: _____

Reporting Period: _____ to _____

Date: _____

Eligible Collateral

Total Number of New Loan Agreements

- | | |
|---|-------|
| a. Private passenger automobiles, van or light trucks (not to exceed a one-ton rating): | _____ |
| b. Recreational vehicles limited to motorhomes, travel trailers, camper trailers, camper bodies, all terrain vehicles, snowmobiles or motorcycles: | _____ |
| c. Watercraft (not to exceed 50 feet in length): | _____ |

REPORT FORM GUIDELINES

When to Report

You must file with us within 30 days of the end of each reporting period stated in the Lienholders Single Interest Coverage Part Declarations.

We are not required to notify you if reports are late or inaccurate.

What to Report

Report the total number of loan agreements for each of the following:

- Private Passenger Automobiles, vans or light trucks (not to exceed a one-ton rating).
- Recreational Vehicles limited to motor homes, travel trailers, camper trailers, camper bodies, all terrain vehicles, snowmobiles or motorcycles.
- Watercraft (not to exceed 50 feet in length).

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 06/20/2008

Comments:

Attachments:

F777AR_307[1].pdf

F778AR_307[1].pdf

Satisfied -Name: MEMORANDUM **Review Status:** Approved 06/20/2008

Comments:

Attachment:

FSMEMO1.pdf

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	CFIP-08-6010-AR
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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]

SEE MEMORANDUM

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 #: EFT FILING

Amount: \$50.00

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

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

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	CFIP-08-6010-AR			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	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	LIENHOLDERS SINGLE INTEREST COVERAGE FORM	MA 213 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	MA 213 10 95	?
02	LIENHOLDERS SINGLE INTEREST REPORT FORM	MA 450 06 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	MA 450 05 93	?
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		

**ARKANSAS
FINANCIAL INSTITUTIONS PACKAGE PROGRAM
FORMS MEMORANDUM**

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
MA 213 06 08	MA 213 10 95	LIENHOLDERS SINGLE INTEREST COVERAGE FORM Under paragraph D.2.a.Reports, the word "new" was inserted before the word "loan" for purposes of clarification. The filed rules specifically state that the rates apply to "new" loans.
MA 450 06 08	MA 450 05 93	LIENHOLDERS SINGLE INTEREST REPORT FORM Inserted the word "new" in the heading labeled "Total Number of New Loan Agreements". The filed rules specifically state that the rates apply to "new" loans.