

SERFF Tracking Number: SAFX-125679585 State: Arkansas
First Filing Company: General Insurance Company of America, ... State Tracking Number: EFT \$50
Company Tracking Number: CF AR07301CGF01
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Fire & Allied
Project Name/Number: Data Compromise/CF AR07301CGF01

Filing at a Glance

Companies: General Insurance Company of America, First National Insurance Company of America, Safeco Insurance Company of America, American States Insurance Company, American Economy Insurance Company

Product Name: Fire & Allied SERFF Tr Num: SAFX-125679585 State: Arkansas
TOI: 01.0 Property SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines) Co Tr Num: CF AR07301CGF01 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins
Author: SPI SafecoInsuranceSPI Disposition Date: 06/10/2008
Date Submitted: 06/03/2008 Disposition Status: Approved
Effective Date Requested (New): 08/09/2008 Effective Date (New): 08/09/2008
Effective Date Requested (Renewal): 08/09/2008 Effective Date (Renewal): 08/09/2008

State Filing Description:

General Information

Project Name: Data Compromise Status of Filing in Domicile:
Project Number: CF AR07301CGF01 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 06/10/2008 Deemer Date:
State Status Changed: 06/10/2008
Corresponding Filing Tracking Number:
Filing Description:
Submitting: CP 77 84 01 08 Data Compromise Coverage

On behalf of the above captioned companies, we wish to submit the following information for use in your state.

<i>SERFF Tracking Number:</i>	<i>SAFX-125679585</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>General Insurance Company of America, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>CF AR07301CGF01</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>Fire & Allied</i>		
<i>Project Name/Number:</i>	<i>Data Compromise/CF AR07301CGF01</i>		

We are introducing an optional coverage called Data Compromise Coverage. This is an innovative, first party insurance coverage that provides coverage to an insured company that suffers a breach of personal data in their care, custody or control. Coverage includes legal and forensic information technology review of the breach, notification to the affected individuals and services to the affected individuals that include a toll-free help line, one year of credit monitoring service and, for those who become identity theft victims, identity restoration case management services. Please refer to the Form Explanatory Memorandum which describes the new coverage in detail.

Company and Contact

Filing Contact Information

Tim Borders, Commercial Lines Filing Analyst timbor@safeco.com
 Safeco Plaza (206) 473-6216 [Phone]
 Seattle, WA 98185-0001 (206) 473-6723[FAX]

Filing Company Information

General Insurance Company of America	CoCode: 24732	State of Domicile: Washington
Safeco Plaza	Group Code: 163	Company Type:
State Filings Suite 2800		
Seattle , WA 98185-0001	Group Name: Safeco Group	State ID Number:
(206) 545-5000 ext. [Phone]	FEIN Number: 91-0231910	

First National Insurance Company of America	CoCode: 24724	State of Domicile: Washington
Safeco Plaza	Group Code: 163	Company Type:
State Filings Suite 2800		
Seattle, WA 98185-0001	Group Name: Safeco Group	State ID Number:
(206) 545-5000 ext. [Phone]	FEIN Number: 91-0742144	

Safeco Insurance Company of America	CoCode: 24740	State of Domicile: Washington
Safeco Plaza	Group Code: 163	Company Type:
State Filings Suite 2800		
Seattle, WA 98185-0001	Group Name: Safeco Group	State ID Number:
(206) 545-5000 ext. [Phone]	FEIN Number: 91-0742148	

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American States Insurance Company CoCode: 19704 State of Domicile: Indiana
Safeco Plaza Group Code: 163 Company Type:
State Filings Suite 2800
Seattle, WA 98185-0001 Group Name: Safeco Group State ID Number:
(206) 545-5000 ext. [Phone] FEIN Number: 35-0145400

American Economy Insurance Company CoCode: 19690 State of Domicile: Indiana
Safeco Plaza Group Code: 163 Company Type:
State Filings Suite 2800
Seattle, WA 98185-0001 Group Name: Safeco Group State ID Number:
(206) 545-5000 ext. [Phone] FEIN Number: 35-1044900

SERFF Tracking Number: SAFX-125679585 State: Arkansas
First Filing Company: General Insurance Company of America, ... State Tracking Number: EFT \$50
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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
General Insurance Company of America	\$50.00	06/03/2008	20647910

SERFF Tracking Number: SAFX-125679585 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/10/2008	06/10/2008

SERFF Tracking Number: SAFX-125679585 State: Arkansas
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TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Fire & Allied
Project Name/Number: Data Compromise/CF AR07301CGF01

Disposition

Disposition Date: 06/10/2008
Effective Date (New): 08/09/2008
Effective Date (Renewal): 08/09/2008
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

SERFF Tracking Number: SAFX-125679585 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Forms Explanatory Memorandum	Approved	Yes
Form	Data Compromise Coverage	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Data Compromise Coverage	CP 77 84	01 08	Policy/Coverage New Form		0.00	CP 77 84.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DATA COMPROMISE COVERAGE
LEGAL AND FORENSIC INFORMATION TECHNOLOGY REVIEW, NOTIFICATION
TO AFFECTED INDIVIDUALS AND SERVICES TO AFFECTED INDIVIDUALS**

The following is added as an Additional Coverage to the Property Coverage Part:

DATA COMPROMISE COVERAGE

Coverage under this endorsement is subject to the following:

Data Compromise Limit: \$50,000
Annual Aggregate

**Legal and Forensic Information
Technology Review Sublimit:** \$ 5,000
Annual Aggregate

Data Compromise Deductible: \$ 1,000
Any one "Personal Data Compromise"

COVERED CAUSE OF LOSS

Coverage under this Data Compromise Coverage endorsement applies only if all of the following conditions are met:

1. There has been a "personal data compromise"; and
2. Such "personal data compromise" is first discovered by you during the policy period for which this Data Compromise Coverage endorsement is applicable; and
3. Such "personal data compromise" is reported to us within sixty days of the date it is first discovered by you.

DATA COMPROMISE — COVERAGES PROVIDED

If all three of the conditions listed above in DATA COMPROMISE — COVERED CAUSE OF LOSS have been met, then we will provide you the following coverages. Please note that service providers must be approved by us as described in Additional Condition D. — Service Providers.

1. Legal and Forensic Information Technology Review

We will pay your necessary and reasonable costs for the following outside professional services.

a. Legal Services

Professional legal counsel review of the "personal data compromise" and how you should best respond to it.

b. Forensic Information Technology Services

Professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the "personal data compromise" and the number and identities of the "affected individuals."

2. Notification to Affected Individuals

We will pay your necessary and reasonable costs to provide notification of the "personal data compromise" to "affected individuals."

3. Services to Affected Individuals

We will pay your necessary and reasonable costs to provide the following services to "affected individuals."

a. Informational Materials

A packet of loss prevention and customer support information.

b. Help Line

A toll-free telephone line for "affected individuals" with questions about the "personal data compromise" or wanting to request additional services as listed in c. and d.

c. Credit Report and Monitoring

A credit report and an electronic service automatically monitoring for activities affecting an individual's credit records. This service is subject to the "affected individual" enrolling for this service with the designated service provider.

d. Identity Restoration Case Management

As respects any “affected individual” who is or appears to be a victim of “identity theft” that may reasonably have arisen from the “personal data compromise”, the services of an identity restoration professional who will assist that “affected individual” through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

LIMITS

The most we will pay under this Data Compromise Coverage is the Data Compromise Limit indicated for this endorsement.

The most we will pay under Legal and Forensic Information Technology Review coverage is the Legal and Forensic Information Technology Sublimit indicated for this endorsement. This sublimit is part of, and not in addition to, the Data Compromise Limit.

The Data Compromise Limit and Legal and Forensic Information Technology Review Sublimit are annual aggregate limits. Those amounts are the most we will pay for the total of all covered costs arising out of all “personal data compromise” events which are first discovered by you during the present annual policy period. These limits apply regardless of the number of “personal data compromise” events occurring during that period.

A “personal data compromise” may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such “personal data compromise” will be subject to the Data Compromise Limit and Legal and Forensic Information Technology Sublimit applicable to the policy period when the “personal data compromise” was first discovered by you.

Coverage for Services to Affected Individuals is limited to costs to provide such services for a period of up to one year from the date of the notification to the “affected individuals.” Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

DEDUCTIBLE

All coverages provided under this Data Compromise Coverage endorsement are jointly subject to the Data Compromise Deductible indicated for this endorsement.

You shall be responsible for such deductible amount as respects each “personal data compromise” covered under this endorsement.

EXCLUSIONS

The following additional exclusions apply to this coverage:

We will not pay for costs arising from the following:

1. Your intentional or willful complicity in a “data compromise.”
2. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
3. Any “personal data compromise” occurring prior to the first inception of this Data Compromise Coverage endorsement.
4. Any third party liability or defense costs.
5. Except as specifically provided under coverage **1.b.** Forensic Information Technology Review Services, costs to research any deficiency. This includes, but is not limited to, any deficiency in your systems, procedures or physical security that may have contributed to a “personal data compromise.”
6. Costs to correct any deficiency. This includes, but is not limited to, any deficiency in your systems, procedures or physical security that may have contributed to a “personal data compromise.”
7. Any fines or penalties. This includes, but is not limited to, fees or surcharges from affected financial institutions.
8. Any criminal investigations or proceedings.
9. Any threat, extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.
10. Any virus or other malicious code that is or becomes named and recognized by the CERT Coordination Center, McAfee, Secunia, Symantec or other comparable third party monitors of malicious code activity.
11. Your reckless disregard for the security of “personally identifying information” in your care, custody or control.

ADDITIONAL CONDITIONS

The following additional Conditions apply to all coverages under this endorsement.

A. Due Diligence

You agree to use due diligence to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with reasonable and industry-accepted protocols for:

2. Providing and maintaining appropriate physical security for your premises, computer systems and hard copy files;
2. Providing and maintaining appropriate computer and Internet security;
3. Maintaining and updating at appropriate intervals backups of computer data;
4. Protecting transactions, such as processing credit card, debit card and check payments; and
5. Appropriate disposal of files containing “personally identifying information,” including shredding hard copy files and destroying physical media used to store electronic data.

B. Legal Advice

We are not your legal advisor and do not provide legal counsel to you. None of the services we provide under this coverage constitute legal advice to you. Our determination of what is or is not covered under this Data Compromise Coverage endorsement does not represent advice or counsel from us about what you should or should not do.

C. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to “affected individuals.” We assume no responsibility under this Data Compromise Coverage for any services promised to “affected individuals” without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under Additional Condition D. Service Providers. You must provide the following at our pre-notification consultation with you:

1. The exact list of “affected individuals” to be notified, including contact information.
2. Information about the “personal data compromise” that may appropriately be communicated with “affected individuals.”
3. The scope of services that you desire for the “affected individuals.” For example, coverage may be structured to provide fewer services in order to make those services

available to more “affected individuals” without exceeding the available Data Compromise Limit.

D. Service Providers

1. We will only pay under this Data Compromise Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Data Compromise Coverage. We will not unreasonably withhold such approval.
2. Prior to the Pre-Notification Consultation described in Additional Condition C. above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternative service provider, our coverage is subject to the following limitations:
 - a. Such alternate service provider must be approved by us; and
 - b. Our payment for services provided by any alternative service provider will not exceed the amount that we would have paid using the service provider we had suggested.

E. Services

The following conditions apply as respects any services provided to you or any “affected individual” by us, our designees or any service firm paid for in whole or in part under this Data Compromise coverage:

1. The effectiveness of such services depends on your cooperation and assistance.
2. All services may not be available or applicable to all individuals. For example, “affected individuals” who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
3. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.
4. You will have a direct relationship with the professional service firms paid for in whole or in part under this coverage. Those firms work for you.

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

1. "Affected Individual" means any person who is your current, former or prospective customer, client, member, director or employee and whose "personally identifying information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this endorsement. This definition is subject to the following provisions:
 - a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual."
 - b. An "affected individual" must have a direct relationship with your interests as insured under this policy. The following are examples of individuals who would not meet this requirement:
 - (1) If you aggregate or sell information about individuals as part of your business, the individuals about whom you keep such information do not qualify as "affected individuals." However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
 - (2) If you store, process, transmit or transport records, the individuals whose "personally identifying information" you are storing, processing, transmitting or transporting for another entity do not qualify as "affected individuals." However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.
 - (3) You may have operations, interests or properties that are not insured under this policy. Individuals who have a relationship with you through such other operations, interests or properties do not qualify as "affected individuals." However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of the operation insured under this policy.
 - c. An "affected individual" may reside anywhere in the world. However, the coverage and services provided under this endorsement are only applicable and available within the Coverage Territory.
2. "Identity Theft" means the fraudulent use of "personally identifying information." This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.
3. "Personal Data Compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" as respects one or more "affected individuals," if such loss, theft, accidental release or accidental publication has or could reasonably result in the fraudulent use of such information. This definition is subject to the following provisions:
 - a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" must be in your direct care, custody or control.
 - b. "Personal data compromise" does not include the loss, theft, release or publication of information that is in the care, custody or control of a third party to whom you have directly or indirectly turned over such information for any reason. This includes, but is not limited to, storage, processing, transmission or transportation of such information.
 - c. "Personal data compromise" includes disposal or abandonment of "personally identifying information" without appropriate safeguards such as shredding or destruction, subject to the following provisions:
 - (1) Your failure to use appropriate safeguards must be accidental and not reckless or deliberate; and
 - (2) Such disposal or abandonment must take place during the time period for which this Data Compromise Coverage endorsement is effective.
 - d. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof.
 - e. All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise."
4. "Personally Identifying Information" means information that could be used to commit fraud or other illegal activity involving the credit or identity

of an “affected individual.” This includes, but is not limited to, Social Security numbers or account numbers correlated with names and addresses.

“Personally identifying information” does not mean or include information that is otherwise available to the

public, such as names and addresses with no correlated Social Security numbers or account numbers.

All other provisions of this policy apply.

SERFF Tracking Number: *SAFX-125679585* *State:* *Arkansas*
First Filing Company: *General Insurance Company of America, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CF AR07301CGF01*
TOI: *01.0 Property* *Sub-TOI:* *01.0001 Commercial Property (Fire and Allied Lines)*

Product Name: *Fire & Allied*
Project Name/Number: *Data Compromise/CF AR07301CGF01*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SAFX-125679585 State: Arkansas
First Filing Company: General Insurance Company of America, ... State Tracking Number: EFT \$50
Company Tracking Number: CF AR07301CGF01
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
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Project Name/Number: Data Compromise/CF AR07301CGF01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 06/10/2008

Comments:

Attachments:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF
AR - NAIC FORM FILING SCHEDULE.PDF

Satisfied -Name: Cover Letter **Review Status:** Approved 06/10/2008

Comments:

Attachment:

Cover Letter.PDF

Satisfied -Name: Forms Explanatory Memorandum **Review Status:** Approved 06/10/2008

Comments:

Attachment:

Forms Explanatory Memorandum.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: 50%; 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 #
Safeco Group	163

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
General Insurance Company of America	WA	24732	91-0231910	
First National Insurance Company of America	WA	24724	91-0742144	
Safeco Insurance Company of America	WA	24740	91-0742148	
American States Insurance Company	IN	19704	35-0145400	
American Economy Insurance Company	IN	19690	35-1044900	

5. Company Tracking Number	CF AR07301CGF01
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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
	Tim Borders Safeco Plaza, State Filings, Suite 2800 Seattle WA 98185-0001	Commercial Lines Filing Analyst	206-473-6216	206-473-6723	timbor@safeco.com

7. Signature of authorized filer	<i>Tim Borders</i>
8. Please print name of authorized filer	Tim Borders

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

9.	Type of Insurance (TOI)	01.0 Property	
10.	Sub-Type of Insurance (Sub-TOI)	01.0001 Commercial Property (Fire and Allied Lines)	
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: 08/09/2008	Renewal: 08/09/2008
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
16.	Reference Organization (if applicable)	N/A	
17.	Reference Organization # & Title	N/A	
18.	Company's Date of Filing	June 3, 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 #	CF AR07301CGF01
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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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Submitting: CP 77 84 01 08 Data Compromise Coverage

On behalf of the above captioned companies, we wish to submit the following information for use in your state.

We are introducing an optional coverage called Data Compromise Coverage. This is an innovative, first party insurance coverage that provides coverage to an insured company that suffers a breach of personal data in their care, custody or control. Coverage includes legal and forensic information technology review of the breach, notification to the affected individuals and services to the affected individuals that include a toll-free help line, one year of credit monitoring service and, for those who become identity theft victims, identity restoration case management services. Please refer to the Form Explanatory Memorandum which describes the new coverage in detail.

22.	<p>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]</p> <p>Check #: EFT Amount: \$50.00</p> <p>\$50.00 per form filing.</p> <p style="text-align: center;">Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>
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***Refer to 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 #	CF AR07301CGF01
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A
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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	Data Compromise Coverage	CP 77 84 01 08	<input checked="" 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		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



Safeco Property & Casualty
Insurance Companies
Safeco Plaza
Seattle, WA 98185-0001

Phone: (206) 545-5000
www.safeco.com

June 3, 2008

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

American Economy Insurance Company	163-19690
American States Insurance Company	163-19704
First National Insurance Company of America	163-24724
General Insurance Company of America	163-24732
Safeco Insurance Company of America	163-24740
Commercial Fire & Allied Lines	

Independent Form Filing

Proposed Effective Date: August 9, 2008
Company File Number: CF AR07301CGF01

Submitting: CP 77 84 01 08 Data Compromise Coverage

On behalf of the above captioned companies, we wish to submit the following information for use in your state.

We are introducing an optional coverage called Data Compromise Coverage. This is an innovative, first party insurance coverage that provides coverage to an insured company that suffers a breach of personal data in their care, custody or control. Coverage includes legal and forensic information technology review of the breach, notification to the affected individuals and services to the affected individuals that include a toll-free help line, one year of credit monitoring service and, for those who become identity theft victims, identity restoration case management services. Please refer to the Form Explanatory Memorandum which describes the new coverage in detail.

We are submitting this filing under your Prior Approval statute and request an approval applicable to all policies written on or after August 9, 2008.

Please feel free to contact me with any questions or concerns. We look forward to receiving your acknowledgement.

Sincerely,

A handwritten signature in black ink that reads "Tim Borders".

Tim Borders
Commercial Lines Filings Analyst
State Filings Department, Suite 2800
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Forms Explanatory Memorandum

Data Compromise Coverage CP 77 84 01 08

This is a new coverage, offered on an optional basis. It does not replace or supersede any other endorsement or coverage.

Data Compromise Coverage provides a suite of coverages and services that enable an insured commercial entity to respond effectively to a breach of personal information for which that entity is responsible.

One of the largest concerns of business managers across the country today is the possibility that a breach of security could compromise personal information in their care, custody or control. In the past, such a breach might be ignored. Increasingly, however, state laws and media scrutiny require the notification of individuals whose information has been compromised.

All companies hold personal information of individuals. Some companies have personal information just for a small number of people, such as their own employees. Other companies in the course of their business have personal information on many people, such as customers, clients and vendors.

In many states today, companies are required by law to notify affected individuals whose personal information may have been breached. Even in states where no such law currently exists, there is a growing trend on the part of companies that become aware of a breach to notify affected individuals as a sound business practice.

As breach notifications have become more common, there is a growing expectation that the notifying company will provide some level of service to those whose personal information was compromised. The most basic service is a toll-free help line that can be called to ask questions and get information. Often, an offer is made to provide free credit monitoring services for a stated period of time. Sometimes an offer is made to provide affected individuals who become identity theft victims with a case management service to help such individuals regain control over their identities.

Today, a small business entity suffering a personal data breach has a limited range of choices. Some companies attempt to deal with the issue using their own resources. Many hire an outside firm to manage the process and provide the expected services. However, established service firms tend to focus on large companies and often charge minimum fees beyond the means of small businesses.

The program we have created in response to this need is called Data Compromise Coverage. This is an innovative, first party insurance coverage that provides coverage to an insured company that suffers a breach of personal data in their care, custody or

control. Coverage includes legal and forensic information technology review of the breach, notification to the affected individuals and services to the affected individuals that include a toll-free help line, one year of credit monitoring service and, for those who become identity theft victims, identity restoration case management services.

Coverage is subject to an annual aggregate limit of \$50,000, with the Legal and Forensic Information Technology Review coverage subject to a sub-limit of \$5,000. There is a per-event deductible of \$1,000.

This endorsement is being filed as an additional coverage. The annual premium for this coverage varies from \$89 to \$148 per policy based on class of business. Specified classes of business will be ineligible for this coverage. Aside from such ineligible classes, there are no further eligibility requirements and there is no application required.