

SERFF Tracking Number: HART-125990456 State: Arkansas  
 First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50  
 Company Tracking Number: FF.11.001.2009.01  
 TOI: 01.0 Property Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)  
 Product Name: Form DP-300 AR (Ed. 05/09) Special Provisions - Arkansas  
 Project Name/Number: Dwelling Fire/FF.11.001.2009.01

## Filing at a Glance

Companies: Hartford Casualty Insurance Company, Hartford Underwriters Insurance Company, Twin City Fire Insurance Company, Hartford Accident and Indemnity Company, Hartford Fire Insurance Company

Product Name: Form DP-300 AR (Ed. 05/09) SERFF Tr Num: HART-125990456 State: Arkansas

Special Provisions - Arkansas

TOI: 01.0 Property

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 01.0002 Personal Property (Fire and Allied Lines)

Co Tr Num: FF.11.001.2009.01

State Status: Fees verified and received

Filing Type: Form

Co Status: Initial Filing

Reviewer(s): Becky Harrington, Betty Montesi

Authors: Joyce Driscoll, Marilu Gonzalez, David Logan, Angela Isaac

Disposition Date: 01/16/2009

Date Submitted: 01/15/2009

Disposition Status: Approved

Effective Date Requested (New): 05/09/2009

Effective Date (New): 05/09/2009

Effective Date Requested (Renewal):

Effective Date (Renewal): 05/09/2009

State Filing Description:

## General Information

Project Name: Dwelling Fire

Status of Filing in Domicile:

Project Number: FF.11.001.2009.01

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/16/2009

State Status Changed: 01/16/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are filing form DP-300 AR (Ed. 05/09) Special Provisions – Arkansas. This will replace DP-300 AR (Ed. 02/07). This form is being revised because “written” notice is no longer needed from the insured to cancel their policy. Paragraph a.

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is being added under 17. Cancellation on page 4 of 4. A copy of form DP-300 AR (Ed. 05/09) (NS) is enclosed.

## Company and Contact

### Filing Contact Information

Joyce Driscoll, Filing Analyst joyce.driscoll@thehartford.com  
 1 Hartford Plaza (860) 547-3468 [Phone]  
 Hartford, CT 06155 (860) 547-5941[FAX]

### Filing Company Information

|                                     |                         |                            |
|-------------------------------------|-------------------------|----------------------------|
| Hartford Casualty Insurance Company | CoCode: 29424           | State of Domicile: Indiana |
| Hartford Plaza                      | Group Code: 91          | Company Type: Property     |
| Hartford, CT 06115                  | Group Name:             | State ID Number:           |
| (860) 547-5000 ext. [Phone]         | FEIN Number: 06-0294398 |                            |

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|   |                         |                                |
|---|-------------------------|--------------------------------|
| Hartford Underwriters Insurance Company | CoCode: 30104           | State of Domicile: Connecticut |
| Hartford Plaza                          | Group Code: 91          | Company Type: Property         |
| Hartford, CT 06115                      | Group Name:             | State ID Number:               |
| (860) 547-5000 ext. [Phone]             | FEIN Number: 06-1222527 |                                |

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|                                  |                         |                            |
|----------------------------------|-------------------------|----------------------------|
| Twin City Fire Insurance Company | CoCode: 29459           | State of Domicile: Indiana |
| Hartford Plaza                   | Group Code: 91          | Company Type: Property     |
| Hartford, CT 06115               | Group Name:             | State ID Number:           |
| (860) 547-5000 ext. [Phone]      | FEIN Number: 06-0732738 |                            |

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|   |                         |                                |
|---|-------------------------|--------------------------------|
| Hartford Accident and Indemnity Company | CoCode: 22357           | State of Domicile: Connecticut |
| 690 Asylum Ave                          | Group Code: 91          | Company Type: Property         |
| Hartford, CT 06115                      | Group Name:             | State ID Number:               |
| (860) 547-5000 ext. [Phone]             | FEIN Number: 06-0383030 |                                |

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|                                 |                         |                                |
|---------------------------------|-------------------------|--------------------------------|
| Hartford Fire Insurance Company | CoCode: 19682           | State of Domicile: Connecticut |
| Hartford Plaza                  | Group Code: 91          | Company Type:                  |
| 690 Asylum Avenue               | Group Name:             | State ID Number:               |
| Hartford, CT 06115              | FEIN Number: 06-0383750 |                                |
| (860) 547-5000 ext. [Phone]     |                         |                                |

*SERFF Tracking Number:* HART-125990456                      *State:* Arkansas  
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## Filing Fees

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

| COMPANY                                 | AMOUNT  | DATE PROCESSED | TRANSACTION # |
|---|---------|----------------|---------------|
| Hartford Casualty Insurance Company     | \$50.00 | 01/15/2009     | 25051491      |
| Hartford Underwriters Insurance Company | \$0.00  | 01/15/2009     |               |
| Twin City Fire Insurance Company        | \$0.00  | 01/15/2009     |               |
| Hartford Accident and Indemnity Company | \$0.00  | 01/15/2009     |               |
| Hartford Fire Insurance Company         | \$0.00  | 01/15/2009     |               |

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## Correspondence Summary

### Dispositions

| Status   | Created By       | Created On | Date Submitted |
|----------|------------------|------------|----------------|
| Approved | Becky Harrington | 01/16/2009 | 01/16/2009     |

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## Disposition

Disposition Date: 01/16/2009  
Effective Date (New): 05/09/2009  
Effective Date (Renewal): 05/09/2009  
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      |

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| Item Type           | Item Name  | Item Status | Public Access |
|---------------------|--|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved    | Yes           |
| Form                | Special Provisions - Arkansas                    | Approved    | Yes           |

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## Form Schedule

| Review Status | Form Name                     | Form # | Edition Date | Form Type Action                          | Action Specific Data  | Readability | Attachment         |
|---------------|-------------------------------|--------|--------------|---|---|-------------|--------------------|
| Approved      | Special Provisions - Arkansas | DP-300 | 05/09        | Endorsement/Amendment/Conditions Replaced | Replaced Form #: DP-300 AR (Ed. 02/07) Previous Filing #: AR-PC-06-022366 |             | DP-300ARED0509.pdf |

# SPECIAL PROVISIONS ARKANSAS



## COVERAGES

Under **COVERAGE C PERSONAL PROPERTY**, item **4.** is replaced by the following:

- 4.** motor vehicles or all other motorized land conveyances. This includes:
  - a.** their equipment and accessories; or
  - b.** any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures which is operated by power from the electrical system of motor vehicles or all other motorized land conveyances, including:
    - (1)** accessories or antennas; or
    - (2)** tapes, wires, records, discs, or other media for use with any such device or instrument;

while in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a.** used to service the Described Location; or
- b.** designed for assisting the handicapped;

## PERILS INSURED AGAINST

### FORM DP-2

The following paragraph is added to **12. Accidental discharge or overflow of water or steam:**

Exclusion **3. Water Damage**, Paragraphs **a.** and **c.** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril **12.**

### FORM DP-3

Under **COVERAGE A - DWELLING** and **COVERAGE B - OTHER STRUCTURES**, the last paragraph of **2.h.** is replaced by the following:

Unless the loss is otherwise excluded, we cover loss to property covered under Coverage **A** or **B** resulting from an accidental discharge or overflow of water or steam from within a:

- (a)** Storm drain, or water, steam or sewer pipe, off the Described Location; or
- (b)** Plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the Described Location. This includes the cost to tear out and replace any part of a building necessary to repair the system or appliance.

We do not cover loss to the system or appliance from which this water escaped.

General Exclusion **1.c** Water Damage, Paragraphs **(1)** and **(3)** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

### FORM DP-3

Under **COVERAGE C - PERSONAL PROPERTY**, the following paragraph is added to **12. Accidental discharge or overflow of water or steam:**

General Exclusion **1.c.** Water Damage, Paragraphs **(1)** and **(3)** that apply to surface water and water below the surface of the ground do not apply to loss by water covered under this peril.

### DP-2; DP-3 (Coverage C Personal Property)

The peril of **Burglars** is replaced by the following:

**Damage by Burglars**, meaning damage to covered property caused by burglars.

This peril does not include:

- a.** theft of property; or
- b.** damage caused by burglars to property on the Described Location if the dwelling has been vacant for more than 30 consecutive days immediately before the damage occurs. A dwelling being constructed is not considered vacant.

## GENERAL EXCLUSIONS

The lead-in paragraph to the General Exclusions is replaced by the following:

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

(This is Paragraph **A.** in Form **DP-1** and Paragraph **1.** in Form **DP-3.** )

Item **2. Earth Movement** is replaced by the following:

2. **Earth Movement.** Meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:
  - (1) fire;
  - (2) explosion; or
  - (3) breakage of glass or safety glazing material which is part of a building, storm door or storm window;

ensues and then we will pay only for the ensuing loss:

Item **3. Water Damage** is replaced by the following:

3. **Water Damage,** meaning:
  - a. Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
  - b. Water which backs up through sewers or drains or which overflows from a sump; or
  - c. Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure;

caused by or resulting from human or animal forces or any act of nature.

Direct loss by fire or explosion resulting from water damage is covered.

(This is Exclusion **1.c.** in Form **DP-3.** )

## CONDITIONS

Item **4. Your Duties After Loss** is replaced by the following:

4. **Your Duties After Loss.** In case of a loss to covered property, you must see that the following are done:
  - a. give prompt notice to us or our agent;
  - b.
    - (1) protect the property from further damage;
    - (2) make reasonable and necessary repairs to protect the property; and
    - (3) keep an accurate record of repair expenses;
  - c. prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
  - d. as often as we reasonably require:
    - (1) show the damaged property;
    - (2) provide us with records and documents we request and permit us to make copies; and
    - (3) submit to examination under oath, while not in the presence of any other named insured, and sign the same;
  - e. send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth to the best of your knowledge and belief:
    - (1) the time and cause of loss;
    - (2) your interest and that of all others in the property involved and all liens on the property;

- (3) other insurance that may cover the loss;
- (4) changes in title or occupancy of the property during the term of the policy;
- (5) specifications of damaged buildings and detailed repair estimates;
- (6) the inventory of damaged personal property described in 4c;
- (7) receipts for additional living expenses incurred and records that support the fair rental value loss.

8. **Appraisal** is replaced by the following:

8. **Appraisal.** If you and we fail to agree on the amount of loss, an appraisal of the loss may take place. However, an appraisal will take place only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, each party will choose a competent and impartial appraiser within 20 days after both parties agree. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the residence premises is located. The appraisers will separately state the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. An appraisal decision will not be binding on either party.

Each party will:

- a. pay its own appraiser; and
- b. bear the other expenses of the appraisal and umpire equally.

9. **Other Insurance** is replaced by the following:

9. **Other Insurance.** If property covered by this policy is also covered by other fire insurance, we will pay only the proportion of a loss caused by any peril insured against under this policy that the limit of liability applying under this policy bears to the total amount of fire insurance covering the property.

10. **Subrogation**

**Subrogation** is replaced by the following:

**Subrogation**

You may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us. However, we will be entitled to a recovery only after the insured person has been fully compensated for the loss sustained.

If an assignment is sought, the person insured must sign and deliver all related papers and cooperate with us.

11. **Suit Against Us** is replaced by the following:

11. **Suit Against Us.** No action can be brought against us unless there has been full compliance with all of the terms under this policy and the action is started within five years after the date of loss.

13. **Loss Payment** is replaced by the following:

13. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

- a. reach an agreement with you; or
- b. there is an entry of a final judgment; or
- c. there is a filing of an appraisal award with us.

15. **Mortgage Clause** is amended as follows:

The sentence "if the policy is cancelled by us, the mortgagee shall be notified at least 10 days before the date cancellation takes effect." is replaced by the following:

If we decide to cancel this policy, the mortgagee will be notified:

- a. at least 10 days before the date cancellation takes effect if:
  - (1) we cancel for nonpayment of premium; or
  - (2) the policy has been in effect less than 60 days and is not a renewal with us.

b. at least 20 days before the date cancellation takes effect in all other cases.

If we decide not to renew this policy, the mortgagee will be notified at least 30 days before the date nonrenewal takes effect.

**17. Cancellation.** Paragraph a. is being added:

a. You may cancel this policy at any time by returning it to us or by notifying us of the date cancellation is to take effect.

b. (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

(a) upon discovery of fraud or material misrepresentation made by or with the knowledge of the named insured in obtaining or continuing this policy, or in presenting a claim under this policy;

(b) upon the occurrence of a material change in the risk which substantially increases any hazard insured against after insurance coverage has been issued;

(c) if there is a violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy of such property which substantially increases any hazard insured against;

(d) for nonpayment of membership dues required by us as a condition of the issuance and maintenance of this policy; or

(e) in the event of a material violation of a material provision of this policy.

This can be done by letting you know at least 20 days before the date cancellation takes effect.

(4) When this policy is written for a period of more than one year, we may cancel for any reason(s) noted in b.(3) at anniversary by letting you know at least 20 days before the date cancellation takes effect.

c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When this policy is cancelled, the return premium will be pro rata.

**24. Loss Payable Clause** is added.

**Loss Payable Clause**

If the Declarations show a loss payee for certain listed insured personal property, the definition of "insured" is changed to include that loss payee with respect to that property.

If we decide to cancel this policy, that loss payee will be notified in writing.

If we decide not to renew this policy, that loss payee will be notified in writing at least 30 days before the date nonrenewal takes effect.

All other provisions of this policy apply.

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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 01/16/2009

### Comments:

Attached is the Uniform Transmittal Document and the Form Filing Schedule.

### Attachments:

PC-TD-1 2007.pdf

PC-FFS-1 2007.pdf

## Property & Casualty Transmittal Document

|   |
|---|
| <b>1. Reserved for Insurance Dept. Use Only</b> |
|---|

|   |  |
|---|--|
| <b>2. Insurance Department Use only</b> |  |
| 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                        |  |

|                                   |                     |
|-----------------------------------|---------------------|
| <b>3. Group Name</b>              | <b>Group NAIC #</b> |
| Hartford Financial Services Group | 00914               |

| 4. Company Name(s)                | Domicile    | NAIC #     | FEIN #     | State # |
|-----------------------------------|-------------|------------|------------|---------|
| Hartford Fire Ins. Co.            | Connecticut | 0091-19682 | 06-0383750 |         |
| Hartford Accident & Indemnity Co. | Connecticut | 0091-22357 | 06-0383030 |         |
| Hartford Casualty Ins.Co.         | Indiana     | 0091-29424 | 06-0294398 |         |
| Hartford Underwriters Ins. Co.    | Connecticut | 0091-30104 | 06-1222527 |         |
| Twin City Fire Ins.Co.            | Indiana     | 0091-29459 | 06-0732738 |         |

|                                   |                   |
|-----------------------------------|-------------------|
| <b>5. Company Tracking Number</b> | FF.11.001.2009.01 |
|-----------------------------------|-------------------|

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

| 6. | Name and address   | Title          | Telephone #s          | FAX #        | e-mail                         |
|----|--|----------------|-----------------------|--------------|--------------------------------|
|    | Joyce Driscoll, Technical Services, T-1-54<br>1 Hartford Plaza, Hartford, CT 06155 | Filing Analyst | 860-547-3468          | 860-547-5941 | Joyce.Driscoll@TheHartford.com |
|    | 7. Signature of authorized filer   |                | <i>Joyce Driscoll</i> |              |                                |
|    | 8. Please print name of authorized filer   |                | Joyce Driscoll        |              |                                |

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

|  |  |
|--|--|
| <b>9. Type of Insurance (TOI)</b>  | 01 Property  |
| <b>10. Sub-Type of Insurance (Sub-TOI)</b>   | Dwelling Fire  |
| <b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements] | PC   |
| <b>12. Company Program Title</b> (Marketing title)   | N/A  |
| <b>13. Filing Type</b>   | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules<br><input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms<br><input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| <b>14. Effective Date(s) Requested</b>   | New: 5/9/09    Renewal:  |
| <b>15. Reference Filing?</b>   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| <b>16. Reference Organization</b> (if applicable)  | N/A  |
| <b>17. Reference Organization # &amp; Title</b>  | N/A  |
| <b>18. Company's Date of Filing</b>  | January 15, 2009   |
| <b>19. Status of filing in domicile</b>  | <input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved  |

## Property & Casualty Transmittal Document—

|  |                   |
|--|-------------------|
| <b>20. This filing transmittal is part of Company Tracking #</b> | FF.11.001.2009.01 |
|--|-------------------|

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

We herewith submit for approval Form DP-300 AR (Ed. 05/09) Special Provisions - Arkansas as described in the Explanatory Memorandum prepared by Nancy Daly, Product Consultant.

As required, enclosed is the Form Schedule.

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

**Check #:** EFT  
**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.)

|           |   |                                    |   |  |   |
|-----------|---|------------------------------------|---|--|---|
| <b>1.</b> | <b>This filing transmittal is part of Company Tracking #</b>  | FF.11.001.2009.01                  |   |  |   |
| <b>2.</b> | <b>This filing corresponds to rate/rule filing number</b><br>(Company tracking number of rate/rule filing, if applicable) |                                    |   |  |   |
| <b>3.</b> | <b>Form Name /Description/Synopsis</b>  | <b>Form # Include edition date</b> | <b>Replacement or Withdrawn?</b>  | <b>If replacement, give form # it replaces</b> | <b>Previous state filing number, if required by state</b> |
| 01        | Special Provisions - Arkansas   | DP-300 (Ed. 05/09)                 | <input type="checkbox"/> New<br><input checked="" type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn | DP-300 AR (Ed. 02/07)                          | AR-PC-06-022366   |
| 02        |   |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 03        |   |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 04        |   |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 05        |   |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 06        |   |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 07        |   |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 08        |   |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 09        |   |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 10        |   |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |