

SERFF Tracking Number: ARGN-125340555 State: Arkansas
Filing Company: Argonaut Great Central Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: KM07F-244
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: CMP - Business Owners
Project Name/Number: Retail Grocers Program - Business Owners/

Filing at a Glance

Company: Argonaut Great Central Insurance Company

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TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 05.0002 Businessowners Co Tr Num: KM07F-244 State Status: FEES RECEIVED
Filing Type: Form Co Status: Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding
Author: Kelly Mendenhall Disposition Date: 11/07/2007
Date Submitted: 11/06/2007 Disposition Status: Approved

Effective Date Requested (New): 12/15/2007 Effective Date (New): 12/15/2007
Effective Date Requested (Renewal): 10/15/2007 Effective Date (Renewal): 12/15/2007

General Information

Project Name: Retail Grocers Program - Business Owners Status of Filing in Domicile: Pending
Project Number: Domicile Status Comments:
Reference Organization: ISO Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/07/2007
State Status Changed: 11/06/2007 Deemer Date:
Corresponding Filing Tracking Number:

Filing Description:

We are submitting a filing for Retail Grocers Businessowners line of business targeting grocery, which includes supermarkets, retail furniture, and convenience stores.

This current filing addresses only the Businessowners line of business for the retail industry, we are filing separate package property enhancements for the Retail Grocers Program under a separate filing. All of these lines are ISO-based. There are no changes to the corresponding Rates and Rules previously approved which reference these forms.

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/07/2007	11/07/2007

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Disposition

Disposition Date: 11/07/2007

Effective Date (New): 12/15/2007

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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	Filing Memoranda	Approved	Yes
Form	Grocers Advantage	Approved	Yes
Form	Market Advantage	Approved	Yes
Form	Retail Furnishing Advantage	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Grocers Advantage	AG 059 (5-07)		Endorsement/Amendment/Conditions	Replaced Form #:0.00 AG 059 (10-05) Previous Filing #:		AG_059_5-07.pdf
Approved	Market Advantage	AG 060 (5-07)		Endorsement/Amendment/Conditions	Replaced Form #:0.00 AG 060 (10-05) Previous Filing #:		AG_060_5-07 .pdf
Approved	Retail Furnishing Advantage	AG 076 (5-07)		Endorsement/Amendment/Conditions	Replaced Form #:0.00 AG 076 (9-07) Previous Filing #:		AG_076_5-07.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GROCERS ADVANTAGE (ENHANCED PROPERTY ENDORSEMENT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
ORDINANCE OR LAW COVERAGE FORM

1. Section I, **A.5. Additional Coverages**, is amended as follows:

a. Debris Removal

(4) The amount of coverage in this section of "\$10,000" is increased to "\$75,000".

c. Fire Department Service Charge

The amount of coverage in this section of "\$1,000" is increased to "\$25,000".

f. Business Income

Part (2)(a)(ii), item ii is deleted and replaced with the following:

180 consecutive days after the date determined in Paragraph (a)(i) above, unless a greater number of consecutive days is shown in the Declarations.

h. Pollutant Clean Up and Removal

The amount of coverage in this section of "\$10,000" is increased to "\$25,000".

i. Civil Authority

The second paragraph is amended replacing "72" hours with "48" hours.

j. Money Orders and Counterfeit Paper Currency

The amount of coverage in this section of "\$1,000" is increased to "\$10,000".

A \$250 deductible applies unless otherwise stated in the Declarations.

k. Forgery or Alteration

The amount of coverage in this section of "\$2,500" is increased to "\$15,000".

A \$250 deductible applies unless otherwise stated in the Declarations.

2. Additional Coverages are amended to include:

p. Water Back-up Of Sewers And Drains

Paragraph B. EXCLUSIONS Paragraph 1.g. (3) is deleted and replaced with the following:

We will pay for loss of or damage to covered property solely caused by water that backs up from a sewer or drain that is located inside the building. However, this coverage will not apply if the water back-up is caused directly or indirectly by an excluded cause of loss regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This Coverage Extension does not provide coverage for loss or damage if flood ensues on premise within a 12 hour period following the sewer or drain backup.

The most we will pay for direct physical damage is \$50,000 at each described premises on the Declarations page.

3. A.6. Coverage Extensions, is amended as follows:

The covered distance of "100 feet" is increased to "1,000 feet".

a. Newly Acquired or Constructed Property

(1) The last paragraph of part **a. (1) Buildings** is deleted and replaced with the following:

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

(2) The last paragraph of part **a. (2) Business Personal Property** is deleted and replaced with the following:

The most we will pay for loss or damage under this Extension is \$500,000 at each premises.

(3) Part **a. (3) Period Of Coverage**, item **(b)** is deleted and replaced with the following:

180 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

b. Personal Property Off Premises

The amount of coverage in this section of "\$5,000" is increased to "\$50,000".

c. Outdoor Property

This Coverage Extension is deleted and the following is substituted:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or

(5) Aircraft.

The most we will pay for loss or damage under this Extension is \$50,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damages in that occurrence.

d. Personal Effects

The last paragraph is deleted and replaced with the following:

The most we will pay for loss or damage under this Extension is \$50,000 at the described premises not to exceed \$5,000 to any one person.

e. Valuable Papers and Records

Paragraph **(3)** is deleted and replaced with the following:

The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$50,000.

For "valuable papers and records" not at the described premises, the most we will pay is \$5,000.

f. Accounts Receivable

Paragraph **(2)** is deleted and replaced with the following:

The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$50,000.

For accounts receivable not at the described premises, the most we will pay is \$5,000.

4. Coverage Extensions are amended to include:

g. Lock Replacement

You may extend the insurance provided by this policy to apply to the cost to repair or replace the door locks or tumblers at the described premises due to the theft of your door keys. The most we will pay under this Coverage Extension is \$1,000.

No deductible applies to this Coverage Extension.

h. Arson Reward

You may extend the insurance provided by this policy to provide a reward in the amount of \$25,000 for information which leads to an arson conviction in connection with a fire loss covered under this policy. Regardless of the number of persons involved in providing information, the limit of our liability under this Extension will not be increased.

No deductible applies to this Coverage Extension.

i. Product Recall By Governmental Authority

You may extend the insurance that applies to Business Personal Property to apply to specific merchandise identified by lot number, manufacturer or point of origin, which is:

- (a) Condemned by a governmental authority after testing has determined that at least one item in the lot has been poisoned;
- (b) Condemned by a governmental authority because of the threat of poisoning, even if evidence does not exist of actual poisoning; or
- (c) Damaged during testing required by a governmental authority to verify the existence of poison in the merchandise.

The most we will pay for any one occurrence under this Coverage Extension is \$100,000.

Section **I.B.1.c.** of the **Businessowners Coverage Form** does not apply to this coverage extension.

j. Brands and Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, and we take all or part of the property at an agreed or appraised value, you may extend the insurance that applies to Business Personal Property to pay expenses you incur to:

- (1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- (2) Remove the brands and labels, if doing so will not physically damage the merchandise or its containers to comply with the law.

The most we will pay for any one occurrence for this Coverage Extension is \$25,000.

k. Property of Others

You may extend the insurance that applies to Business Personal Property to apply to Property of Others at the described premises that is in your care, custody and control.

The most we will pay for loss or damage under this Coverage Extension is \$25,000. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. Our payment for loss of or damage to property of others will not exceed \$5,000 to any one person.

Paragraph **A.1.b.(2)** does not apply to this Coverage Extension.

l. Fine Arts

You may extend the insurance that applies to Business Personal Property to apply to "Fine Arts" that are:

- a. Your property; or
- b. The property of others that is in your care, custody or control.

As used in this Extension, "Fine Arts" means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property, of rarity, historical value or artistic merit.

The value of "Fine Arts" will be the Market Value at the time of loss or damage.

The most we will pay for loss or damage under this Extension is \$10,000 at the described premises. Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

m. Fire Extinguisher Recharge

You may extend the insurance that applies to Business Personal Property to expenses that you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

n. Business Income From Dependent Properties

You may extend your Business Income and Extra Expense coverages to apply to the actual loss of Business Income or Extra Expense you sustain due to suspension of your business activities at the described premises caused by direct physical loss of or damage to property at the premises of a "Dependent Property" caused by or resulting from a Covered Cause of Loss.

As used in this extension, "Dependent Property" means property operated by others upon whom you depend on to:

- a. Deliver materials or services, other than water, communications or power supply services to you, or to others for your account;
- b. Accept your products or services; or
- c. Manufacture products for delivery to your customers under Contract of Sale.

The Business Income and Extra Expense coverage provisions respecting direct physical loss or damage at the described premises will apply separately to each "Dependent Property".

Coverage under this Extension will end when the property at the premises of the "Dependent Property" could be rebuilt or replaced with reasonable speed and similar quality.

We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "Operations" in whole or in part by using any other available source of materials or outlet for your products.

The most we will pay under this Coverage Extension is \$25,000.

o. Hepatitis A

You may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an official announcement by public health authorities, having jurisdiction over your "operations", of an episode of Hepatitis A at the described premises.

The most we will pay for any loss is the Limit of Insurance shown in the Declarations as applying to this coverage. Payment for expenses to reduce loss does not increase this limit.

We will also pay, to the insured, for having inoculations against Hepatitis A administered to customers exposed at the described premises during the period of "viral activity." The most we will pay for any loss is the Limit of Insurance shown in the Declarations as applying to this coverage. "Viral activity" means that period of time occurring prior to the announcement by the public health authorities during which customers being served at the described premises which were or may have been exposed to Hepatitis A virus.

p. Computer Fraud Coverage

You may extend the insurance that applies to Your "Money," "Securities" and "Property Other Than Money and Securities," at the described premises for "Computer Fraud".

We will not pay for loss as specified below:

a. Acts of Employees, Directors, Trustees or Representatives meaning loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives:

(1) Acting alone or in collusion with other persons; or

(2) While performing services for you or otherwise.

b. Inventory Shortages meaning loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

The most we will pay for loss in any one "occurrence" under this Coverage Extension is \$10,000.

A \$250 deductible applies unless otherwise stated in the Declarations.

q. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

The most we will pay for loss in any one "occurrence" under this Coverage Extension is \$2,500.

A \$250 deductible applies to this coverage.

The following exclusions apply to this Coverage Extension:

(a) Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

(b) Indirect Loss

Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:

(1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".

(2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.

(3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

(c) Legal Expenses

Expenses related to any legal action.

Each of these Coverage Extensions is additional insurance.

5. C. Limits of Insurance is amended as follows:

Part **5. Business Personal Property Limit - Seasonal Increase**, item **a.** is deleted and replaced with the following:

The Limit of Insurance for Business Personal Property will automatically increase by 35% to provide for seasonal variations.

6. G. Optional Coverages is amended as follows:

Part 1. **Outdoor Signs**, item **(d)** is deleted and replaced with the following:

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Outdoor Signs shown in the Declarations plus \$15,000. If no Limit is shown in the Declarations, the most we will pay is \$15,000.

A \$500 deductible applies unless otherwise stated in the Declarations.

7. H. Property Definitions

The following Additional Definitions apply:

- a. "Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- b. "Computer Fraud" means "theft" of property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises" to a person (other than a "messenger") outside those "premises".
- c. "Employee" means:
 - a. Any natural person:
 - (1) While in your service (and for 30 days after termination of service); and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
 - b. Any natural person who is furnished to you to:
 - (1) Substitute for a permanent "employee" on leave; or
 - (2) Meet seasonal or short-term workload conditions;

While that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) Agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

- d. "Fraudulent instruction" means:
- (i) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - (ii) A written instruction (other than those described in Insuring Agreement **A.2.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - (iii) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.
- e. "Funds" means "money" and "securities".
- f. "Messenger" means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".
- g. "Money" means:
- (i) Currency, coins and bank notes in current use and having a face value; and
 - (ii) Travelers checks, register checks and money orders held for sale to the public.
- h. "Occurrence" means an:
- (1) Act or series of related acts involving one or more persons; or
 - (2) Act or event, or a series of related acts or events not involving any person.
- i. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this insurance.
- j. "Premises" means the interior of that portion of any building you occupy in conducting your business.
- k. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage as Not Covered.
- l. "Theft" means any act of stealing.
- m. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
- (i) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - (ii) By means of written instructions (other than those described in Insuring Agreement **A.2.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
- n. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:
- (i) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

- (ii) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

ORDINANCE OR LAW COVERAGE FORM

The **SCHEDULE** for Ordinance and Law Coverage is deleted and substituted with:

We will apply the following limits of insurance for each Building listed on the Supplemental Declarations page that is insured, carries Replacement Cost coverage and to which the Grocers Advantage form applies:

Coverage 1: This coverage will apply to buildings meeting the conditions set forth in **Section A**.

Coverage 2 and Coverage 3 Combined Limit of Insurance: \$125,000

This endorsement does not apply to Business Income or Extra Expense.

SECTION A. is deleted and modified with the following:

A. Each Coverage – Coverage **1**, Coverage **2** and Coverage **3** – is provided under this endorsement only for buildings insured with replacement cost under this policy and listed on the Supplemental Declarations of this policy. Newly acquired buildings not listed on the Supplemental Declarations section of this policy do not qualify for this coverage endorsement.

If there is other Ordinance or Law Coverage, then the combined limit of insurance stated above for Coverage **2** and Coverage **3**. is in addition to the stated limits of insurance on the other applicable Ordinance or Law Coverage form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARKET ADVANTAGE (ENHANCED PROPERTY ENDORSEMENT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
ORDINANCE OR LAW COVERAGE FORM

1. Section I, **A.5. Additional Coverages**, is amended as follows:

c. Fire Department Service Charge

The amount of coverage in this section of "\$1,000" is increased to "\$25,000".

f. Business Income

Part **(2)(a)(ii)**, item **ii** is deleted and replaced with the following:

90 consecutive days after the date determined in Paragraph **(a)(i)** above, unless a greater number of consecutive days is shown in the Declarations.

h. Pollutant Clean Up and Removal

The amount of coverage in this section of "\$10,000" is increases to "\$25,000".

i. Civil Authority

The second paragraph is amended replacing "72" hours with "12" hours.

j. Money Orders and Counterfeit Paper Currency

The amount of coverage in this section of "\$1,000" in increased to "\$5,000".

A \$250 deductible applies unless otherwise stated in the Declarations.

k. Forgery or Alteration

The amount of coverage in this section of "\$2,500" is increased to "\$5,000".

A \$250 deductible applies unless otherwise stated in the Declarations.

2. **Additional Coverages** are amended to include:

p. Water Back-up Of Sewers And Drains

Paragraph B. EXCLUSIONS Paragraph 1.g. (3) is deleted and replaced with the following:

We will pay for loss of or damage to covered property solely caused by water that backs up from a sewer or drain that is located inside the building. However, this coverage will not apply if the water back-up is caused directly or indirectly by an excluded cause of loss regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This Coverage Extension does not provide coverage for loss or damage if flood ensues on premise within a 12 hour period following the sewer or drain backup.

The most we will pay for direct physical damage is \$25,000 at each described premises on the Declarations page.

3. A.6. Coverage Extensions, is amended as follows:

The covered distance of "100 feet" is increased to "1,000 feet".

a. Newly Acquired or Constructed Property

(1) The last paragraph of part **a. (1) Buildings** is deleted and replaced with the following:

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(2) The last paragraph of part **a. (2) Business Personal Property** is deleted and replaced with the following:

The most we will pay for loss or damage under this Extension is \$250,000 at each premises.

(3) The last paragraph of part **a. (3) Period Of Coverage**, item **(b)** is deleted and replaced with the following:

90 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

b. Personal Property Off Premises

The amount of coverage in this section of "\$5,000" is increased to "\$25,000".

c. Outdoor Property

This Coverage Extension is deleted and the following is substituted:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1)** Fire;
- (2)** Lightning;
- (3)** Explosion;
- (4)** Riot or Civil Commotion; or
- (5)** Aircraft.

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$1,000 for any one tree, shrub or plant.

d. Personal Effects

The last paragraph is deleted and replaced with the following:

The most we will pay for loss or damage under this Extension is \$25,000 at the described premises, not to exceed \$5,000 to any one person.

e. Valuable Papers and Records

Paragraph (3) is deleted and replaced with the following:

The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$25,000.

For "valuable papers and records" not at the described premises, the most we will pay is \$5,000.

f. Accounts Receivable

Paragraph (2) is deleted and replaced with the following:

The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$5,000.

4. Coverage Extensions are amended to include:

g. Lock Replacement

You may extend the insurance provided by this policy to apply to the cost to repair or replace the door locks or tumblers at the described premises due to the theft of your door keys. The most we will pay under this Coverage Extension is \$1,000.

No deductible applies to this Coverage Extension.

h. Arson Reward

You may extend the insurance provided by this policy to provide a reward in the amount of \$25,000 for information which leads to an arson conviction in connection with a fire loss covered under this policy. Regardless of the number of persons involved in providing information, the limit of our liability under this Extension will not be increased.

No deductible applies to this Coverage Extension.

i. Brands and Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, and we take all or part of the property at an agreed or appraised value, you may extend the insurance that applies to Business Personal Property to pay expenses you incur to:

(1) Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or

(2) Remove the brands and labels, if doing so will not physically damage the merchandise or its containers to comply with the law.

The most we will pay for any one occurrence for this Coverage Extension is \$25,000.

j. Property of Others

You may extend the insurance that applies to Business Personal Property to apply to Property of Others at each described premises that is in your care, custody and control.

The most we will pay for loss or damage under this Coverage Extension is \$25,000. Our payment for loss of or damage to personal effects will not exceed \$5,000 to any one person.

Paragraph **A.1.b.(2)** does not apply to this Coverage Extension.

k. Fine Arts

You may extend the insurance that applies to Business Personal Property to apply to “Fine Arts” that are:

- a. Your property; or
- b. The property of others that is in your care, custody or control.

As used in this Extension, “Fine Arts” means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property, of rarity, historical value or artistic merit.

The value of “Fine Arts” will be the Market Value at the time of loss or damage.

The most we will pay for loss or damage under this Extension is \$5,000 at the described premises.

Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

l. Fire Extinguisher Recharge

You may extend the insurance that applies to Business Personal Property to expenses that you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

m. Business Income From Dependent Properties

You may extend your Business Income and Extra Expense coverages to apply to the actual loss of Business Income or Extra Expense you sustain due to suspension of your business activities at the described premises caused by direct physical loss of or damage to property at the premises of a “Dependent Property” caused by or resulting from a Covered Cause of Loss.

As used in this extension, “Dependent Property” means property operated by others upon whom you depend on to:

- a. Deliver materials or services, other than water, communications or power supply services to you, or to others for your account;
- b. Accept your products or services; or
- c. Manufacture products for delivery to your customers under Contract of Sale.

The Business Income and Extra Expense coverage provisions respecting direct physical loss or damage at the described premises will apply separately to each “Dependent Property”.

Coverage under this Extension will end when the property at the premises of the “Dependent Property” could be rebuilt or replaced with reasonable speed and similar quality.

We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume “Operations” in whole or in part by using any other available source of materials or outlet for your products.

The most we will pay under this Coverage Extension is \$15,000.

n. Hepatitis A

You may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an official announcement by public health authorities, having jurisdiction over your "operations", of an episode of Hepatitis A at the described premises.

The most we will pay for any loss is the Limit of Insurance shown in the Declarations as applying to this coverage. Payment for expenses to reduce loss does not increase this limit.

We will also pay, to the insured, for having inoculations against Hepatitis A administered to customers exposed at the described premises during the period of "viral activity." The most we will pay for any loss is the Limit of Insurance shown in the Declarations as applying to this coverage. "Viral activity" means that period of time occurring prior to the announcement by the public health authorities during which customers being served at the described premises which were or may have been exposed to Hepatitis A virus.

o. Computer Fraud Coverage

You may extend the insurance that applies to Your "Money," "Securities" and "Property Other Than Money and Securities," at the described premises for "Computer Fraud".

We will not pay for loss as specified below:

- a.** Acts of Employees, Directors, Trustees or Representatives meaning loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives:
 - (1)** Acting alone or in collusion with other persons; or
 - (2)** While performing services for you or otherwise.
- b.** Inventory Shortages meaning loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1)** An inventory computation; or
 - (2)** A profit and loss computation.

The most we will pay for loss in any one "occurrence" under this Coverage Extension is \$2,500.

A \$250 deductible applies unless otherwise stated in the Declarations.

p. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

The most we will pay for loss in any one "occurrence" under this Coverage Extension is \$1,500.

A \$250 deductible applies to this coverage.

The following exclusions apply to this Coverage Extension:

- (a)** Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".
- (b)** Indirect Loss
 - Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

- (c) Legal Expenses
Expenses related to any legal action.

q. Surface Water Contamination of Gas and Oil

You may extend the insurance provided by this Coverage Form for loss resulting from contamination of your petroleum products at the described premises as a result of surface water run off.

With respect to this coverage extension only, Paragraph **B.1.g. (1)** of the Exclusions is amended to read:

Flood, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

The most we will pay for loss or damage in any one occurrence under this Extension is \$25,000.

r. Erroneous Gas Received

You may extend the insurance provided by this Coverage Form for loss of your product resulting from your receiving any liquid:

- (1) into the wrong receptacle; or
- (2) to the wrong address; or
- (3) in place of another liquid.

The most we will pay for loss under this Coverage Extension is \$25,000 per loss occurrence.

Each of these Coverage Extensions is additional insurance.

5. C. Limits of Insurance is amended as follows:

Part **5. Business Personal Property Limit - Seasonal Increase**, item **a.** is deleted and replaced with the following:

The Limit of Insurance for Business Personal Property will automatically increase by 35% to provide for seasonal variations.

6. G. Optional Coverages is amended as follows:

Part **1. Outdoor Signs**, item **d.** is deleted and replaced with the following:

- d.** The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Outdoor Signs shown in the Declarations plus \$10,000. If no Limit is shown in the Declarations, the most we will pay is \$10,000.

A \$500 deductible applies unless otherwise stated in the Declarations.

Part **2. Money And Securities**, item **c.** is deleted and the following is substituted:

- c.** The most we will pay for loss in any one occurrence is:

- (1) \$5,000 for Inside the Premises for "money" and "securities" while:
 - (a) In or on the described premises; or
 - (b) Within a bank or savings institution; and
- (2) \$2,000 for Outside the Premises for "money" and "securities" while anywhere else.

A \$250 deductible applies unless otherwise stated in the Declarations.

7. H. Property Definitions

The following Additional Definitions apply:

- a. "Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- b. "Computer Fraud" means "theft" of property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises" to a person (other than a "messenger") outside those "premises".
- c. "Employee" means:
 - a. Any natural person:
 - (1) While in your service (and for 30 days after termination of service); and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
 - b. Any natural person who is furnished to you to:
 - (1) Substitute for a permanent "employee" on leave; or
 - (2) Meet seasonal or short-term workload conditions;

While that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) Agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.
- d. "Fraudulent instruction" means:
 - (i) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
 - (ii) A written instruction (other than those described in Insuring Agreement **A.2.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
 - (iii) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

- e. "Funds" means "money" and "securities".
- f. "Messenger" means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".
- g. "Money" means:
 - (i) Currency, coins and bank notes in current use and having a face value; and
 - (ii) Travelers checks, register checks and money orders held for sale to the public.
- h. "Occurrence" means an:
 - (1) Act or series of related acts involving one or more persons; or
 - (2) Act or event, or a series of related acts or events not involving any person.
- i. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this insurance.
- j. "Premises" means the interior of that portion of any building you occupy in conducting your business.
- k. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage as Not Covered.
- l. "Theft" means any act of stealing.
- m. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
 - (i) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - (ii) By means of written instructions (other than those described in Insuring Agreement **A.2.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
- n. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
 - (i) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - (ii) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

ORDINANCE OR LAW COVERAGE FORM

The **SCHEDULE** for Ordinance and Law Coverage is deleted and substituted with:

We will apply the following limits of insurance for each Building listed on the Supplemental Declarations page that is insured, carries Replacement Cost coverage and to which this Market Advantage form applies to:

Coverage 1: This coverage will apply to buildings meeting the conditions set forth in **Section A**.

Coverage 2 and Coverage 3 Combined Limit of Insurance: \$75,000

This endorsement does not apply to Business Income or Extra Expense.

SECTION A. is deleted and modified with the following:

A. Each Coverage – Coverage **1**, Coverage **2** and Coverage **3** – is provided under this endorsement only for buildings insured with replacement cost under this policy and listed on the Supplemental Declarations of this policy. Newly acquired buildings not listed on the Supplemental Declarations section of this policy do not qualify for this coverage endorsement.

If there is other Ordinance or Law Coverage, then the combined limit of insurance stated above for Coverage **2** and Coverage **3**. is in addition to the stated limits of insurance on the other applicable Ordinance or Law Coverage form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RETAIL FURNISHING ADVANTAGE (ENHANCED PROPERTY ENDORSEMENT)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
ORDINANCE OR LAW COVERAGE FORM
UTILITY SERVICES – DIRECT DAMAGE COVERAGE FORM
UTILITY SERVICES – TIME ELEMENT COVERAGE FORM

1. Section I, **A.5. Additional Coverages**, is amended as follows:

a. Debris Removal

(4) The amount of coverage in this section of "\$10,000" is increased to "\$75,000".

c. Fire Department Service Charge

The amount of coverage in this section of "\$1,000" is increased to "\$25,000".

f. Business Income

Part (2)(a)(ii), item ii is deleted and replaced with the following:

180 consecutive days after the date determined in Paragraph (a)(i) above, unless a greater number of consecutive days are shown in the Declarations.

h. Pollutant Clean Up and Removal,

The amount of coverage in this section of "\$10,000" is increased to "\$25,000".

i. Civil Authority

The second paragraph is amended replacing "72" hours with "48" hours.

j. Money Orders and Counterfeit Paper Currency

The amount of coverage in this section of "\$1,000" is increased to "\$10,000".

A \$250 deductible applies unless otherwise stated in the Declarations.

k. Forgery or Alteration

The amount of coverage in this section of "\$2,500" is increased to "\$15,000".

A \$250 deductible applies unless otherwise stated in the Declarations.

2. **Additional Coverages** are amended to include:

p. **Water Back-up Of Sewers And Drains**

Paragraph B. EXCLUSIONS Paragraph 1.g. (3) is deleted and replaced with the following:

We will pay for loss of or damage to covered property solely caused by water that backs up from a sewer or drain that is located inside the building. However, this coverage will not apply if the water back-up is caused directly or indirectly by an excluded cause of loss regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This Coverage Extension does not provide coverage for loss or damage if flood ensues on premise within a 12 hour period following the sewer or drain backup.

The most we will pay for direct physical damage is \$50,000 at each described premises on the Declarations page.

3. **A.6. Coverage Extensions**, is amended as follows:

The covered distance of "100 feet" is increased to "1,000 feet".

a. **Newly Acquired or Constructed Property**

(1) The last paragraph of part a. (1) **Buildings** is deleted and replaced with the following:

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

(2) The last paragraph of part a. (2) **Business Personal Property** is deleted and replaced with the following:

The most we will pay for loss or damage under this Extension is \$500,000 at each premises.

(3) The last paragraph of part a. (3) **Period Of Coverage**, item (b) is deleted and replaced with the following:

180 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

(4) The following is added:

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

b. **Personal Property Off Premises**

The amount of coverage in this section of "\$5,000" is increased to "\$50,000".

Our payment for loss of or damage to personal effects will not exceed \$5,000 to any one person.

c. **Outdoor Property**

This Coverage Extension is deleted and the following is substituted:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$50,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damages in that occurrence.

d. Personal Effects

The last paragraph is deleted and replaced with the following:

The most we will pay for loss or damage under this Extension is \$50,000 at the described premises, not to exceed \$5,000 to any one person.

e. Valuable Papers and Records

Paragraph (3) is deleted and replaced with the following:

The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$50,000.

For "valuable papers and records" not at the described premises, the most we will pay is \$5,000.

f. Accounts Receivable

Paragraph (2) is deleted and replaced with the following:

The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$50,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$5,000.

4. Coverage Extensions are amended to include:

g. Lock Replacement

You may extend the insurance provided by this policy to apply to the cost to repair or replace the door locks or tumblers at the described premises due to the theft of your door keys. The most we will pay under this Coverage Extension is \$1,000.

No deductible applies to this Coverage Extension.

h. Arson Reward

You may extend the insurance provided by this policy to provide a reward in the amount of \$25,000 for information which leads to an arson conviction in connection with a fire loss covered under this policy. Regardless of the number of persons involved in providing information, the limit of our liability under this Extension will not be increased.

No deductible applies to this Coverage Extension.

i. Property of Others

You may extend the insurance that applies to Business Personal Property to apply to Property of Others at each described premises that is in your care, custody and control.

The most we will pay for loss or damage under this Coverage Extension is \$25,000.

Paragraph **A.1.b.(2)** does not apply to this Coverage Extension.

j. Fine Arts

You may extend the insurance that applies to Business Personal Property to apply to "Fine Arts" that are:

- a. Your property; or
- b. The property of others that is in your care, custody or control.

As used in this Extension, "Fine Arts" means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property, of rarity, historical value or artistic merit.

The value of "Fine Arts" will be the Market Value at the time of loss or damage.

The most we will pay for loss or damage under this Extension is \$10,000 at the described premises.

Our payment for loss of or damage to property of others will only be for the account of the owner of the property.

k. Fire Extinguisher Recharge

You may extend the insurance that applies to Business Personal Property to expenses that you incur to recharge portable fire extinguishers, dry chemical, carbon dioxide, or liquid automatic fire extinguishing systems and the cost of resetting automatic fuel shut-off connections, if any of the above are discharged to fight a fire or are discharged due to a mechanical malfunction.

l. Business Income From Dependent Properties

You may extend your Business Income and Extra Expense coverages to apply to the actual loss of Business Income or Extra Expense you sustain due to suspension of your business activities at the described premises caused by direct physical loss of or damage to property at the premises of a "Dependent Property" caused by or resulting from a Covered Cause of Loss.

As used in this extension, "Dependent Property" means property operated by others upon whom you depend on to:

- a. Deliver materials or services, other than water, communications or power supply services to you, or to others for your account;

- b. Accept your products or services; or
- c. Manufacture products for delivery to your customers under Contract of Sale.

The Business Income and Extra Expense coverage provisions respecting direct physical loss or damage at the described premises will apply separately to each "Dependent Property".

Coverage under this Extension will end when the property at the premises of the "Dependent Property" could be rebuilt or replaced with reasonable speed and similar quality.

We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "Operations" in whole or in part by using any other available source of materials or outlet for your products.

The most we will pay under this Coverage Extension is \$25,000.

m. Computer Fraud Coverage

You may extend the insurance that applies to Your "Money," "Securities" and "Property Other Than Money and Securities," at each described premises for "Computer Fraud".

We will not pay for loss as specified below:

- a. Acts of Employees, Directors, Trustees or Representatives meaning loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives:
 - (1) Acting alone or in collusion with other persons; or
 - (2) While performing services for you or otherwise.
- b. Inventory Shortages meaning loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - (1) An inventory computation; or
 - (2) A profit and loss computation.

The most we will pay for loss in any one "occurrence" under this Coverage Extension is \$10,000.

A \$250 deductible applies unless otherwise stated in the Declarations.

n. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

The most we will pay for loss in any one "occurrence" under this Coverage Extension is \$2,500.

A \$250 deductible applies to this coverage.

The following exclusions apply to this Coverage Extension:

- (a) Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

(b) Indirect Loss

Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1)** Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2)** Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- (3)** Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

(c) Legal Expenses

Expenses related to any legal action.

Each of these Coverage Extensions is additional insurance.

5. C. Limits of Insurance is amended as follows:

Part **5. Business Personal Property Limit - Seasonal Increase**, item **a.** is deleted and replaced with the following:

The Limit of Insurance for Business Personal Property will automatically increase by 35% to provide for seasonal variations.

6. G. Optional Coverages is amended as follows:

Part **1. Outdoor Signs**, item **d.** is deleted and replaced with the following:

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Outdoor Signs shown in the Declarations plus \$15,000. If no Limit is shown in the Declarations, the most we will pay is \$15,000.

A \$500 deductible applies unless otherwise stated in the Declarations.

Part **2. Money And Securities**, item **c.** is deleted and the following is substituted:

c. The most we will pay for loss in any one occurrence is:

(1) \$15,000 for Inside the Premises for "money" and "securities" while:

(a) In or on the described premises; or

(b) Within a bank or savings institution; and

(2) \$15,000 for Outside the Premises for "money" and "securities" while anywhere else.

A \$1,000 deductible applies unless otherwise stated in the Declarations.

Part **3. Employee Dishonesty**, item **c.** is deleted and replaced with the following:

The most we will pay for loss or damage in any one occurrence is \$15,000.

A \$1,000 deductible applies unless otherwise stated in the Declarations.

7. H. Property Definitions

The following Additional Definitions apply:

- a. "Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- b. "Computer Fraud" means "theft" of property following and directly related to the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises" to a person (other than a "messenger") outside those "premises".
- c. "Employee" means:

- a. Any natural person:

- (1) While in your service (and for 30 days after termination of service); and
- (2) Whom you compensate directly by salary, wages or commissions; and
- (3) Whom you have the right to direct and control while performing services for you; or

- b. Any natural person who is furnished to you to:

- (1) Substitute for a permanent "employee" on leave; or
- (2) Meet seasonal or short-term workload conditions;

While that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) Agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

- d. "Fraudulent instruction" means:

- (i) An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
- (ii) A written instruction (other than those described in Insuring Agreement **A.2.**) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
- (iii) An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

- e. "Funds" means "money" and "securities".

- f. "Messenger" means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".

- g. "Money" means:

- (i) Currency, coins and bank notes in current use and having a face value; and

- (ii) Travelers checks, register checks and money orders held for sale to the public.
- h. "Occurrence" means an:
 - (1) Act or series of related acts involving one or more persons; or
 - (2) Act or event, or a series of related acts or events not involving any person.
- i. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this insurance.
- j. "Premises" means the interior of that portion of any building you occupy in conducting your business.
- k. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage as Not Covered.
- l. "Theft" means any act of stealing.
- m. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
 - (i) By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
 - (ii) By means of written instructions (other than those described in Insuring Agreement **A.2.**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.
- n. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:
 - (i) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - (ii) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

ORDINANCE OR LAW COVERAGE FORM

The **SCHEDULE** for Ordinance and Law Coverage is deleted and substituted with:

We will apply the following limits of insurance for each Building listed on the Supplemental Declarations page that is insured, carries Replacement Cost coverage and to which the Grocers Advantage form applies:

Coverage 1: This coverage will apply to buildings meeting the conditions set forth in **Section A.**

Coverage 2 and Coverage 3 Combined Limit of Insurance: \$125,000

This endorsement does not apply to Business Income or Extra Expense.

SECTION A. is deleted and modified with the following:

A. Each Coverage – Coverage 1, Coverage 2 and Coverage 3 – is provided under this endorsement only for buildings insured with replacement cost under this policy and listed on the Supplemental Declarations of this policy. Newly acquired buildings not listed on the Supplemental Declarations section of this policy do not qualify for this coverage endorsement.

If there is other Ordinance or Law Coverage, then the combined limit of insurance stated above for Coverage **2**. and Coverage **3**. is in addition to the stated limits of insurance on the other applicable Ordinance or Law Coverage form.

UTILITY SERVICES- TIME ELEMENT & DIRECT DAMAGE COVERAGE

The **SCHEDULES** for Utility Services-Time Element & Direct Damage are deleted and substituted with:

We will include with this form coverage at the described premises on the Declarations for:

- (1) **Water Supply Property**
- (2) **Communication Supply Property** (including overhead transmission lines)
- (3) **Power Supply Property** (including overhead transmission lines)

The Limit of Coverage is a Combined Limit of \$25,000 including both Time Element and Direct Damage.

We will only pay for loss you sustain from the **Time Element** coverage after the first 24 hours following a covered interruption in utility service at the described premises.

A \$1,000 deductible applies to the Direct Damage coverage unless otherwise stated in the Declarations.

If there is other Utility Services – Time Element & Direct Damage Coverage, then the limit of insurance stated above is in addition to the stated limits of insurance on the other Utility Services – Time Element & Direct Damage Coverage forms.

SERFF Tracking Number: ARGN-125340555 State: Arkansas
Filing Company: Argonaut Great Central Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: KM07F-244
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: CMP - Business Owners
Project Name/Number: Retail Grocers Program - Business Owners/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 11/07/2007

Comments:

Attachment:

AR transmittal.pdf

Satisfied -Name: Filing Memoranda **Review Status:** Approved 11/07/2007

Comments:

Attachment:

Grocers_BOP_Property_Enhancement_Form_Explanatory_Memo_AGC.pdf

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	KM07F-244
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21. Filing Description [This area should be similar to the body of a cover letter and is free-form text]

Please see attached filing 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]

Check #:

Amount:

EFT

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.)**

ARGONAUT GREAT CENTRAL INSURANCE COMPANY

RETAIL GROCERS PROGRAM

BUSINESSOWNERS PROPERTY ENHANCEMENT FORM EXPLANATORY MEMORANDUM

These forms being filed are modified forms filed by Argonaut Great Central Insurance Company, a member of Argo Group International Holdings Ltd. This filing is specifically for the Businessowners line of business targeting grocery, which includes supermarkets, retail furniture, and convenience stores.

This current filing addresses only the Businessowners line of business for the retail industry, as Argonaut Great Central Insurance Company is filing separate package property enhancements for the Retail Grocers Program under a separate filing. All of these lines are ISO-based. A comparison of the new forms with the previously approved forms is enclosed, which reflect clarifications of coverage or additional coverages being added to the form. There are no changes to the corresponding Rates and Rules previously approved which reference these forms.

The ISO Businessowners forms edition 2002 will be used as the base forms. The following is a list of the independent forms included in this filing.

AG 059 (5-07) Grocers Advantage

This is an optional form providing enhanced property coverages.

AG 060 (5-07) Market Advantage

This is an optional form providing enhanced property coverages.

AG 076 (5-07) Retail Furnishing Advantage

This is an optional form providing enhanced property coverages.