

SERFF Tracking Number: CMPL-125330213 State: Arkansas
Filing Company: Republic Western Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: RWIC CMP SSCI
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
Liability
Product Name: RWIC CMP SSCI
Project Name/Number: RWIC CMP SSCI/RWIC CMP SSCI

Filing at a Glance

Company: Republic Western Insurance Company

Product Name: RWIC CMP SSCI SERFF Tr Num: CMPL-125330213 State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 05.0003 Commercial Package Co Tr Num: RWIC CMP SSCI State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
Author: Nancy French Disposition Date: 11/08/2007
Date Submitted: 11/06/2007 Disposition Status: Approved

Effective Date Requested (New): On Approval Effective Date (New): 11/08/2007
Effective Date Requested (Renewal): Effective Date (Renewal):

General Information

Project Name: RWIC CMP SSCI
Project Number: RWIC CMP SSCI
Reference Organization:
Reference Title:
Filing Status Changed: 11/08/2007
State Status Changed: 11/08/2007
Corresponding Filing Tracking Number:
Filing Description:
RE: Republic Western Insurance Company
NAIC #574-31089 * FEIN #86-0274508

Status of Filing in Domicile: Pending
Domicile Status Comments:
Reference Number:
Advisory Org. Circular:
Deemer Date:

SERFF Tracking Number: CMPL-125330213

Commercial Package Policy – Form Filing
Self-Storage Customer Insurance

SERFF Tracking Number: CMPL-125330213 State: Arkansas
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Forms:

CG 74 00 (ED 04/92) Commercial General Liability Coverage – Declarations Page

CG 88 39 09 01 Mold Exclusion

CM 76 00 (ED 04/92) Inland Marine Coverage – Declarations Page

CM 76 21 (09/97) Inland Marine Declarations Sale & Disposal Coverage

CM 76 22 (09/97) Inland Marine Customer Goods Legal Liability

CP 72 00 (ED 04/92) Property Coverage Declarations Pages

CP 88 21 09 01 Mold Exclusion

IL 70 00 (ED. 04/92) Policy Common Declarations (ISO)

CG 88 18 (12/99) Animal Exclusion

CG 88 20 (12/99) Asbestos Exclusion

IL 00 17 11 85 Common Policy Conditions (ISO)

IL 02 31 09 07 Arkansas changes – Cancellation and Nonrenewal (ISO)

Rates: Submitted under SERFF Tracking Number: CMPL-125330214

Rules: Submitted under SERFF Tracking Number: CMPL-125330215

Dear Director:

Compliance Research Services is pleased to submit the enclosed Commercial Package Policy forms on behalf of Republic Western Insurance Company (RWIC). A letter of filing authorization is enclosed for your records.

Submitted forms rates and rules for Commercial Package Policy for your review and approval.

This Commercial Package Policy (CMP) filing includes coverage for a Self Storage Program, forms and Rates. These forms and rates were previously filed and approved by your office as Business Owners Policy coverage on August 19, 2002

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The purpose of the Commercial Package policy submission is to provide coverage for the self storage program for the facility owners of self storage facilities. The self storage facility owners rent individual storage units to their customers, tenants, to store household and personal properties. The self storage business may sometimes have another business attached, such as car washes, offices, small retail stores.

Required forms and transmittals are included.

Required transmittal forms and supporting documentation is included.

Sincerely,

Nancy L. French
Product Manager

513-984-6050
nfrench@crssolutionsgroup.com

Company and Contact

Filing Contact Information

(This filing was made by a third party - complianceresearchservicesllc)

Nancy French, Product Manager nfrench@crssolutionsgroup.com
10921 Reed Hartman Highway (513) 984-6050 [Phone]
Cincinnati, OH 45242 (513) 984-7212[FAX]

Filing Company Information

Republic Western Insurance Company CoCode: 31089 State of Domicile: Arizona
c/o CRS Group Code: Company Type:
10921 Reed Hartman Highway
Cincinnati, OH 45242 Group Name: State ID Number:
(513) 984-6050 ext. [Phone] FEIN Number: 86-0274508

SERFF Tracking Number: CMPL-125330213 State: Arkansas
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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Form filing fee = \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Republic Western Insurance Company	\$50.00	11/06/2007	16502607

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/08/2007	11/08/2007

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Authorization Letter	Approved	Yes
Supporting Document	Readability Certification	Approved	Yes
Form	Commercial General Liability Coverage – Declarations Page	Approved	Yes
Form	Mold Exclusion	Approved	Yes
Form	Inland Marine Coverage – Declarations Page	Approved	Yes
Form	Inland Marine Declarations Sale & Disposal Coverage	Approved	Yes
Form	Inland Marine Customer Goods Legal Liability	Approved	Yes
Form	Property Coverage Declarations Pages	Approved	Yes
Form	Mold Exclusion	Approved	Yes
Form	Policy Common Declarations (ISO)	Approved	Yes
Form	Animal Exclusion	Approved	Yes
Form	Asbestos Exclusion	Approved	Yes
Form	Common Policy Conditions (ISO)	Approved	Yes
Form	Arkansas changes – Cancellation and Nonrenewal (ISO)	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Commercial General Liability Coverage – Declarations Page	CG 74 00 (ED 04/92)	04-92	Declaration	New s/Schedule		64.30	CG 74 00 (ED 0492) Commercial General Liability Coverage – Declarations Page.pdf
Approved	Mold Exclusion	CG 88 39 09 01	09-01	Endorsement/Amendment/Conditions	New		46.40	CG 88 39 01 Mold Exclusion.pdf
Approved	Inland Marine Coverage – Declarations Page	CM 76 00 (ED 04/92)	04-92	Declaration	New s/Schedule		44.10	CM 76 00 ED 04-92 Inland Marine Coverage – Declarations Page.pdf
Approved	Inland Marine Declarations Sale (09/97) & Disposal Coverage	CM 76 21	09-97	Other	New		52.20	CM 76 21 09-97 Inland Marine Declarations Sale & Disposal Coverage.pdf
Approved	Inland Marine Customer Goods Legal Liability	CM 76 22 (09/97)	09-97	Endorsement/Amendment/Conditions	New		57.30	CM 76 22 09-97 Inland Marine Customer goods Legal

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Approval	Description	Policy	Effective	Document	Amount	File Name
Approved	Property Coverage Declarations Pages	CP 72 00(ED 04/92)	04-92	Declaration News/Schedule	74.60	CP 72 00 ED 04 92 Property Coverage Declarations Pages.pdf
Approved	Mold Exclusion	CP 88 21 09 01	09-01	Endorsement/Amendment/Conditions	40.90	CP 88 21 09 01 Mold Exclusion.pdf
Approved	Policy Common Declarations (ISO)	IL 70 00 (ED. 04/92)	04-92	Declaration News/Schedule	46.90	IL 70 00 ED. 0492 Policy Common Declarations.pdf
Approved	Animal Exclusion	CG 88 18 (12/99)	12-99	Endorsement/Amendment/Conditions	62.60	CG 88 18 12-99 Animal Exclusion.pdf
Approved	Asbestos Exclusion	CG 88 20 (12/99)	12-99	Endorsement/Amendment/Conditions	51.40	CG 88 20 12-99 Asbestos Exclusion.pdf
Approved	Common Policy Conditions (ISO)	IL 00 17 11 85	11-85	Endorsement/Amendment/Conditions	51.00	IL 00 17 11 85 Common Policy Conditions.pdf
Approved	Arkansas changes – Cancellation and Nonrenewal (ISO)	IL 02 31 09 07	09-07	Endorsement/Amendment/Conditions	51.40	IL 02 31 09 07 Arkansas changes – Cancellation and Nonrenewal.

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pdf

Policy No.

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
 DECLARATIONS PAGE**

NAMED INSURED:	POLICY PERIOD: to
----------------	--------------------------

GENERAL LIABILITY - LIMITS OF INSURANCE:

General Aggregate Limit (Other Than Products - Completed Operations)	\$
Products - Completed Operations Aggregate Limit	\$
Personal and Advertising Injury Limit	\$
Each Occurrence Limit	\$
Fire Damage Limit (Any One Fire)	\$
Medical Expense Limit (Any One Person)	\$

RETROACTIVE DATE (CG 00 02 ONLY): Coverage A of this Insurance does not Apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here: (enter date or "none" if does not apply)

DESCRIPTION OF BUSINESS:

Form of Business Individual Corporation Partnership
 Organization (other than Partnership or Joint Venture)

Business Description:

Location of All Premises You Own, Rent or Occupy:

PREMIUM:

Classification	Code No.	* Premium Basis	Rates		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other

* (a) Admissions; (b) Area; (c) Each; (d) Gross Sales; (e) Payroll;
 (f) Total Cost; (g) Units; (h) Other

Total Advance Premium: \$

FORMS AND ENDORSEMENTS Applying to this Coverage Part and made part of this policy at time of issue:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. EXCLUSIONS

The following exclusion is added:

p. Mold

- (1) "Bodily injury" arising out of or contributed to by the presence of "organic pathogen", wet or dry rot, mold, fungus, "moisture" or "microbial contamination".
- (2) "Property damage" arising out of or contributed to by "organic pathogen", wet or dry rot, mold, fungus, "moisture" or "microbial contamination"; relates to, arises out of or is any part of "your work" and included within the "products-completed operations hazard".
- (3) Any claims of "bodily injury" or "property damage" caused by or relating to the abatement of the "organic pathogen", wet or dry rot, mold, fungus, "moisture" or "microbial contamination".
- (4) Any loss, cost, or expense arising out of any:
 - a. Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "organic pathogen", wet or dry rot, mold, fungus, "moisture" or "microbial contamination"; or
 - b. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assess the effects of "organic pathogen", wet or dry rot, mold, fungus, "moisture" or "microbial contamination";
- (5) The company shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim, or "suit" excluded under 1 through 4 above and in connection therewith.
- (6) **SUPPLEMENTARY PAYMENTS – COVERAGE A AND B** shall not apply.
- (7) "Microbial Contamination" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, *Pencillium*, *Aspergillus*, and *Stachybotrys chartarum*.
- (8) "Organic Pathogen" means any bacteria, virus, fungi, mold, mildew, mycotoxins, or their spores, scent or byproducts.
- (9) "Moisture" means any water (whether in liquid, solid or vapor form), other than water that (i) escapes from appliances or equipment located entirely within a building or structure or (ii) escapes from within leaking or bursting pipes or plumbing fixtures.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

2. EXCLUSIONS

The following exclusion is added:

c. Mold

- (1) "Bodily injury" arising out of or contributed to by the presence of "organic pathogen", wet or dry rot, mold, fungus, "moisture" or "microbial contamination".
- (2) Any claims for "bodily injury" caused by or relating to the abatement of the "organic pathogen", wet or dry rot, mold, fungus, "moisture" or "microbial contamination".

(3) Any loss, cost, or expense arising out of any

a Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "organic pathogen", wet or dry rot, mold, fungus, "moisture" or "microbial contamination"; or

b Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assess the effects of "organic pathogen", wet or dry rot, mold, fungus, "moisture" or "microbial contamination";

(4) The company shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim, or "suit" excluded under 1 through 3 above and in connection therewith.

(5) **SUPPLEMENTARY PAYMENTS – COVERAGE A AND B** shall not apply.

(6) "Microbial Contamination" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, *Pencillium*, *Aspergillus*, and *Stachybotrys chartarum*.

(7) "Organic Pathogen" means any bacteria, virus, fungi, mold, mildew, mycotoxins, or their spores, scent or byproducts.

(8) "Moisture" means any water (whether in liquid, solid or vapor form), other than water that (i) escapes from appliances or equipment located entirely within a building or structure or (ii) escapes from within leaking or bursting pipes or plumbing fixtures.

COVERAGE C MEDICAL PAYMENTS

2. EXCLUSIONS

The following exclusion is added:

i. Mold

(1) "Bodily injury" arising out of or contributed to by the presence of "organic pathogen", wet or dry rot, mold, fungus, "moisture" or "microbial contamination".

(2) Any claims for "bodily injury" caused by or relating to the abatement of the "organic pathogen", wet or dry rot, mold, fungus, "moisture" or "microbial contamination".

(3) Any loss, cost, or expense arising out of any

a Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "organic pathogen", wet or dry rot, mold, fungus, "moisture" or "microbial contamination"; or

b Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assess the effects of "organic pathogen", wet or dry rot, mold, fungus, "moisture" or "microbial contamination";

(4) The company shall have no duty or obligation to provide or pay for the investigation or defense of any loss, cost, expense, claim, or "suit" excluded under 1 through 3 above and in connection therewith.

(5) "Microbial Contamination" means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, *Pencillium*, *Aspergillus*, and *Stachybotrys chartarum*.

(6) "Organic Pathogen" means any bacteria, virus, fungi, mold, mildew, mycotoxins, or their spores, scent or byproducts.

(7) "Moisture" means any water (whether in liquid, solid or vapor form), other than water that (i) escapes from appliances or equipment located entirely within a building or structure or (ii) escapes from within leaking or bursting pipes or plumbing fixtures.

REPUBLIC WESTERN INSURANCE COMPANY
2721 North Central Avenue, Phoenix, Arizona 85004-1163
1-800-858-0317

Policy No.

**INLAND MARINE COVERAGE PART
DECLARATIONS PAGE**

NAMED INSURED:	POLICY PERIOD / / TO / /
DESCRIPTION OF BUSINESS:	
TOTAL PREMIUM FOR ALL INLAND MARINE COVERAGES:	
FORMS AND ENDORSEMENTS APPLYING TO THIS Coverage part and made part of this policy at time of issue:	

REPUBLIC WESTERN INSURANCE COMPANY

2721 North Central Avenue, Phoenix, Arizona 85004-1163

1-800-858-0317

Policy No.

**INLAND MARINE DECLARATIONS
SALE & DISPOSAL COVERAGE**

NAMED INSURED:

LIMITS OF LIABILITY

SALE & DISPOSAL COVERAGE -	ANNUAL AGGREGATE
DEDUCTIBLE -	EACH CLAIM

INSURING AGREEMENT

WE WILL PAY THOSE SUMS THAT THE INSURED BECOMES LEGALLY OBLIGATED TO PAY AS DAMAGES FOR YOUR ACTS OR OMISSIONS ARISING FROM LOCK-OUT OR THE SALE, REMOVAL OR DISPOSITION OF CUSTOMER'S PROPERTY AS A RESULT OF SALE AND DISPOSAL OPERATIONS. THIS INSURANCE APPLIES ONLY TO ACTS OR OMISSIONS WHICH OCCUR DURING THE POLICY PERIOD.

EXCLUSIONS

THIS INSURANCE DOES NOT APPLY TO LIABILITY:

1. ASSUMED BY YOU UNDER ANY CONTRACT OR AGREEMENT;
2. ARISING OUT OF APPROPRIATION, SECRETION, CONVERSION, INFIDELITY OR ANY DISHONEST OR CRIMINAL ACT ON YOUR PART OR THAT OF OTHER PARTY OF INTEREST, YOUR OR THEIR EMPLOYEES OR AGENTS, OR ANY PERSON OR PERSONS TO WHOM YOU MAY ENTRUST SUCH PROPERTY.

DEDUCTIBLE

FROM THE AMOUNT OF EACH ADJUSTED CLAIM THE DEDUCTIBLE SUM INDICATED IN THE DECLARATIONS PAGE SHALL BE DEDUCTED.

WE MAY PAY THE AMOUNT OF THE DEDUCTIBLE ON YOUR BEHALF. IF WE PAY THE AMOUNT OF DEDUCTIBLE, YOU AGREE TO PROMPTLY REIMBURSE US.

Policy No.

**INLAND MARINE DECLARATIONS
CUSTOMER GOODS LEGAL LIABILITY**

NAMED INSURED:

LIMITS OF LIABILITY

CUSTOMER GOODS LEGAL LIABILITY	-	EACH OCCURRENCE
DEDUCTIBLE	-	EACH CLAIM

INSURING AGREEMENT

WE WILL PAY THOSE SUMS THAT THE INSURED BECOMES LEGALLY OBLIGATED TO PAY AS DAMAGES BECAUSE OF PROPERTY DAMAGE TO WHICH THIS INSURANCE APPLIES CAUSED BY AN OCCURRENCE TO CUSTOMER'S PROPERTY (OR THE PROPERTY OF OTHERS FOR WHICH SUCH CUSTOMER IS LIABLE) ONLY WHILE AT THE INSURED PREMISES. THIS INSURANCE APPLIES ONLY TO PROPERTY DAMAGE THAT OCCURS DURING THE POLICY PERIOD.

EXCLUSIONS

THIS INSURANCE DOES NOT APPLY TO LIABILITY:

1. ASSUMED BY YOU UNDER ANY CONTRACT OR AGREEMENT;
2. ARISING OUT OF APPROPRIATION, SECRETION, CONVERSION, INFIDELITY OR ANY DISHONEST OR CRIMINAL ACT ON YOUR PART OR THAT OF OTHER PARTY OF INTEREST, YOUR OR THEIR EMPLOYEES OR AGENTS, OR ANY PERSON OR PERSONS TO WHOM YOU MAY ENTRUST SUCH PROPERTY;
3. ARISING OUT OF THE REMOVAL, SALE, DISPOSAL OR DESTRUCTION OF THE PROPERTY BY YOU OR OTHER PARTY OF INTEREST, YOUR OR THEIR EMPLOYEES OR AGENTS, OR ANY PERSON OR PERSONS TO WHOM YOU MAY ENTRUST SUCH PROPERTY.

DEDUCTIBLE

FROM THE AMOUNT OF EACH ADJUSTED CLAIM THE DEDUCTIBLE SUM INDICATED IN THE DECLARATIONS PAGE SHALL BE DEDUCTED.

WE MAY PAY THE AMOUNT OF THE DEDUCTIBLE ON YOUR BEHALF. IF WE PAY THE AMOUNT OF DEDUCTIBLE, YOU AGREE TO PROMPTLY REIMBURSE US.

REPUBLIC WESTERN INSURANCE COMPANY
2721 North Central Avenue, Phoenix, Arizona 85004-1163
1-800-858-0317

Policy No.

**PROPERTY COVERAGE PART
DECLARATIONS PAGES**

NAMED INSURED:

POLICY PERIOD:

To

DESIGNATED PREMISES:

Prem. No.	Bldg. No.	Location	Occupancy
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MORTGAGE CLAUSE

Subject to the provisions of the Mortgage Clause attached hereto,
loss, if any, on building items, shall be payable to:

Prem. No.	Bldg. No.	Mortgage Holder Name and Mailing Address
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PREMIUM FOR THIS COVERAGE PART IS:

Total Advance Premium:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY – CAUSES OF LOSS

B. EXCLUSIONS

The following exclusion is added:

1.h. Mold

There is no coverage under this policy, regardless of initial cause of loss, for:

- (1) Physical loss of or damage to Covered Property arising out of, resulting from or caused by “organic pathogen”, wet or dry rot, mold, fungus, “moisture” or “microbial contamination”.
- (2) Any Debris Removal, Preservation of Property, Fire Department Service Charge, or Pollutant Clean Up and Removal, arising out of, resulting from, caused by or contributed to or by any “organic pathogen”, wet or dry rot, mold, fungus, “moisture” or “microbial contamination”.
- (3) Any loss of Business Income arising out of, resulting from, caused by or contributed to or by:
 - a. Any “organic pathogen”, wet or dry rot, mold, fungus, “moisture” or “microbial contamination”;
 - b. Any damage to Covered Property arising out of, resulting from, caused by or contributed to, or by “organic pathogen”, wet or dry rot, mold, fungus, “moisture” or “microbial contamination”.
- (4) The costs of testing, assessment, diagnosis, abatement, mitigation, removal or disposal of any “organic pathogen”, wet or dry rot, mold, fungus, “moisture” or “microbial contamination”.
- (5) “Microbial Contamination” means any contamination, either airborne or surface, which arises out of or is related to the presence of mold, fungus, or spores, including, without limitation, *Pencillium*, *Aspergillus*, and *Stachybotrys chartarum*.
- (6) “Organic Pathogen” means any bacteria, virus, fungi, mold, mildew, mycotoxins, or their spores, scent or byproducts.
- (7) “Moisture” means any water (whether in liquid, solid or vapor form), other than water that (i) escapes from appliances or equipment located entirely within a building or structure or (ii) escapes from within leaking or bursting pipes or plumbing fixtures.

REPUBLIC WESTERN INSURANCE COMPANY
2721 North Central Avenue, Phoenix, Arizona 85004-0317
1-800-858-0317

Policy No.
Renewal of:

POLICY COMMON DECLARATIONS

NAMED INSURED AND ADDRESS:	AGENT'S NAME AND ADDRESS:

POLICY PERIOD OF THE NAMED INSURED SHOWN:

From:
To:

IN RETURN FOR PAYMENT OF THE PREMIUM AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

BUSINESS DESCRIPTION:

FORM OF BUSINESS:

This policy consists of the following Coverage Parts for which premium is indicated. This premium may be subject to adjustment.

	PREMIUM
Commercial Property	\$
Commercial General Liability	
Commercial Crime	
Commercial Inland Marine	
Commercial Auto	

TOTAL:

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made a part of this policy at time of issue:

Countersigned on _____
Date

By: _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

ANIMAL EXCLUSION

The following exclusions are added to 2. Exclusion of Section I, Coverage A.

This insurance does not apply to:

- a. “Bodily Injury” or “Personal Medical Payments” caused by an animal owned by or in the care of the insured; or
- b. “Property Damage” to the insured’s property, or property of others, caused by an animal owned by or in the care of the insured.

These exclusions apply both on and off the insured premises.

It is further agreed and understood that in consideration of the premium for this policy, this exclusion also applies to any legal obligation for which “You” are obligated by statute, ordinance or regulation relating to any animal owned by or in the care of the insured.

Insured’s Signature

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

ASBESTOS EXCLUSION

It is agreed that we will not:

1) Make payment for any loss, or

2) Provide defense

in connection with any claim (I) arising out of or (II) related to any occurrence, or (III) directly or indirectly caused by, based upon or resulting from:

(A) Asbestos or any asbestos related injury or damage: or

(B) Any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination or avoidance; or

(C) The use, exposure, presence, existence, detection, removal, elimination or avoidance of asbestos in any environment, building or structure.

It is further agreed that the aggregate limit of liability of any underlying insurance or self-insured retention will not be reduced by losses arising out of such claims.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 PROFESSIONAL LIABILITY COVERAGE PART

A. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:

- 5. a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b.** We will refund the pro rata unearned premium if the policy is:
 - (1)** Cancelled by us or at our request;
 - (2)** Cancelled but rewritten with us or in our company group;
 - (3)** Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4)** Cancelled after the first year of a pre-paid policy that was written for a term of more than one year.
- c.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3)** or **(4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d.** The cancellation will be effective even if we have not made or offered a refund.
- e.** If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:

- (1)** We will retain no less than \$250 of the premium for the Equipment Breakdown Coverage Part.
- (2)** We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
- (3)** If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.
- (4)** If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect More Than 60 Days

- a.** If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1)** Nonpayment of premium;
 - (2)** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the

- policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - (6) A material violation of a material provision of the policy.
- b. Subject to Paragraph 7.c., if we cancel for:
- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
 - (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.
- c. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:
- (1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;
 - (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.
- C. Paragraph g. of the **Mortgageholders** Condition, if any, is replaced by the following:
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder:
 - (1) As soon as practicable if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal; or
 - (2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.
- D. The following Condition is added and supersedes any other provision to the contrary:
- NONRENEWAL**
- 1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

The provisions of this Paragraph 1. do not apply to any mortgageholder.
 - 2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

SERFF Tracking Number: CMPL-125330213 State: Arkansas
Filing Company: Republic Western Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: RWIC CMP SSCI
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
Liability
Product Name: RWIC CMP SSCI
Project Name/Number: RWIC CMP SSCI/RWIC CMP SSCI

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 11/08/2007

Comments:

Attachments:

industry_rates_PCtransDoc_intelligent for forms.pdf
industry_rates_pc_form.pdf

Satisfied -Name: Filing Authorization Letter **Review Status:** Approved 11/08/2007

Comments:

Attachment:

Republic Western Filing Authorization Letter.pdf

Property & Casualty Transmittal Document

<p>1. Reserved for Insurance Dept. Use Only</p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

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

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

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

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

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

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

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

Check #:
Amount:

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

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

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

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

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

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
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4a.	Rate Change by Company (As Proposed)						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5. Overall Rate Information (Complete for Multiple Company Filings only)			
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
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8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

PROPERTY & CASUALTY 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 the state.)

	This filing transmittal is part of Company Tracking #				
	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
	Form Name/ Description/Synopsis	Form# Include edition Date	Replacement Or Withdrawn	If replacement, give form # it replaces	Previous state filing number, (if required by state)
1			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
2			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
3			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
4			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
5			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
6			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
7			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
8			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
9			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



May 16, 2007

Republic Western Insurance Company
NAIC Company Code: 0574-31089
Fein: 86-0274508

Re:

COMMERCIAL AUTO

To: All State Insurance Departments

Republic Western Insurance Company hereby authorizes Compliance Research Services, LLC to represent us in the submission of the above-referenced forms and to negotiate with insurance departments for their approval.

Sincerely,

A handwritten signature in cursive script that reads 'Douglas Bell'.

Douglas Bell, VP
Republic Western Insurance Company



Officer for compliance certifications – need facsimile signature


Douglas M. Bell, VP
Republic Western Insurance Company

REPUBLIC WESTERN INSURANCE COMPANY

Commercial Package Policy – Forms Self-Storage Customer Insurance Readability Certification

Form Number and Name	Flesch Score	Words	Sentences
CG 74 00 (ED 04/92) Commercial General Liability Coverage Declarations Page	64.3	195	2
CG 88 39 09 01 Mold Exclusion	46.4	1026	208
CM 76 00 (ED 04/92) Inland Marine Coverage – Declarations Page	44.1	59	15
CM 76 21 (09/97) Inland Marine Declarations Sale & Disposal Coverage	52.2	210	8
CM 76 22 (09/97) Inland Marine Customer Goods Legal Liability	57.3	257	9
CP 72 00(ED 04/92) Property Coverage Declarations Pages	74.6	190	59
CP 88 21 09 01 Mold Exclusion	40.9	318	91
IL 70 00 (ED. 04/92) Policy Common Declarations	46.9	134	4
CG 88 18 (12/99) Animal Exclusion	62.6	156	7
CG 88 20 (12/99) Asbestos Exclusion	51.4	127	21
IL 00 17 11 85 Common Policy Conditions (ISO)	51.0	529	55
IL 02 31 09 07 Arkansas changes – Cancellation and Nonrenewal (ISO)	51.4	1085	24

I hereby certify the Flesch reading ease scores of the above .



Signature of an Office of the Insurer

Douglas W. Bell, Vice President
Name and Title

11-2-2007
Date