

SERFF Tracking Number: FARL-125372502 State: Arkansas  
First Filing Company: Farmland Mutual Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: A-2007TMLN-78XJGA  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0004 Manufacturers Output  
Liability  
Product Name: Commercial Output Policy Program  
Project Name/Number: Equipment Endorsements/A-2007TMLN-78XJGA

## Filing at a Glance

Companies: Farmland Mutual Insurance Company, Nationwide Agribusiness Insurance Company  
Product Name: Commercial Output Policy Program SERFF Tr Num: FARL-125372502 State: Arkansas  
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50  
Sub-TOI: 05.0004 Manufacturers Output Co Tr Num: A-2007TMLN-78XJGA State Status: Fees verified and received  
Filing Type: Form Co Status: Submitted Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding  
Author: Terry Hopkins Disposition Date: 11/30/2007  
Date Submitted: 11/29/2007 Disposition Status: Approved  
Effective Date Requested (New): On Approval Effective Date (New): 11/30/2007  
Effective Date Requested (Renewal): On Approval Effective Date (Renewal): 11/30/2007

State Filing Description:

## General Information

Project Name: Equipment Endorsements Status of Filing in Domicile: Not Filed  
Project Number: A-2007TMLN-78XJGA Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 11/30/2007  
State Status Changed: 11/30/2007 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:

With this forms filing we are submitting Forms for approval for use with COP edition 3.0 as follows:

1. COPB073 1007—Equipment Dealers Coverage Endorsement—Replaces 0207 edition; Changed name of form to Equipment dealers and changed edition date to 1007.

SERFF Tracking Number: FARL-125372502 State: Arkansas  
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2. COPB079 1007—Schedule of Coverages Equipment Dealers—Replaces 0207 edition; Changed name of form to Schedule of Coverages Equipment Dealers; changed Implement Dealers Coverages to Equipment Dealers Coverages on page 5 of 6.

## Company and Contact

### Filing Contact Information

Terry Hopkins, Filings Analyst thopkins@nationwide.com  
 1100 Locust Street (515) 508-3568 [Phone]  
 Des Moines, IA 50391-3030 (515) 508-3694[FAX]

### Filing Company Information

Farmland Mutual Insurance Company	CoCode: 13838	State of Domicile: Iowa
1100 Locust Street	Group Code: 140	Company Type: Mutual
Dept 3030		
Des Moines, IA 50391-3030	Group Name:	State ID Number:
(515) 508-3618 ext. [Phone]	FEIN Number: 42-0618271	

Nationwide Agribusiness Insurance Company	CoCode: 28223	State of Domicile: Iowa
1100 Locust Street	Group Code: 140	Company Type: Stock
Dept 3030		
Des Moines, IA 50391-3030	Group Name:	State ID Number:
(515) 508-3618 ext. [Phone]	FEIN Number: 42-1015537	

## Filing Fees

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



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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/30/2007	11/30/2007

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## Disposition

Disposition Date: 11/30/2007  
Effective Date (New): 11/30/2007  
Effective Date (Renewal): 11/30/2007  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Equipment Dealers Coverage Endorsement	Approved	Yes
Form	Schedule of Coverages Equipment Dealers	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Equipment Dealers Coverage Endorsement	COPB073	1007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 COPB073 0207 Previous Filing #:		COPB073 1007.pdf
Approved	Schedule of Coverages Equipment Dealers	COPB079	1007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 COPB079 0207 Previous Filing #:		COPB079 1007.pdf

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EQUIPMENT DEALERS COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:  
**Commercial Output Program— Property Coverage Part CO1000**

### **PROPERTY COVERED**

For purposes of coverages provided by this endorsement, section 1.Covered Business Personal Property f. and g. are amended to read:

- f. “mobile equipment” including equipment held for sale, if not covered by other insurance. Coverage under this provision is not restricted to buildings or structures at a “covered location” or within 1,000 feet of a “covered location”; and
- g. personal property of others. This means personal property of others, including equipment held for sale that is in “your” care, custody, or control.

Personal Property of others includes property that is sold under an installation agreement where “your” responsibility continues until the property is accepted by the buyer.

“Our” payment for loss to personal property of others will only be for the benefit of the owners of the personal property.

### **SUPPLEMENTAL COVERAGES**

For purposes of coverages provided by this endorsement, The following is added to the SUPPLEMENTAL COVERAGES section:

**Leased or Rented Equipment**—“We” will pay for direct physical loss to rented or leased farm and industrial equipment which is operated for a charge with “your” permission or is rented or leased to others by “you”. The most “we” will pay for any one piece of rented or leased farm and industrial equipment is \$150,000 unless a different “limit” is shown on the “Schedule of Coverages”, then that “limit” will apply. Coverage under this provision is not restricted to buildings or structures at “covered locations” or within 1000 feet of “covered locations”.

All Leased or Rented Equipment will be valued at Actual Cash Value.

The property deductible shown on the “schedule of coverages” applies to this coverage.

**“Employee” and Owned Tools**—Under SUPPLEMENTAL COVERAGES, 7. Personal Effects as respects personal effects of “you” and “your” “employees” is extended to cover personal property of “you” and “your” “employees” while such property is located on “your” business premises, at job sites servicing “your” customers, or in transit to or from such jobsites while in or on vehicles owned by “you”.

Unless different "limits" are shown on the "Schedule of Coverages", "our" liability assumed by the terms of this endorsement shall not exceed:

\$100,000 any one occurrence;

\$200,000 any one policy period

"We" shall not be liable unless such loss exceeds \$1,000 in any one occurrence unless a different deductible is shown on the "schedule of coverages".

For purposes of coverages provided by this endorsement, Supplemental Coverage 8. Pollutant Cleanup and Removal is deleted and replaced with the following:

**Pollutant Cleanup and Removal**—"We will pay "your" expense to extract "pollutants" from land or water resulting from a discharge, dispersal, seepage, migration, release or escape of the "pollutants" at or from a "covered location" or "qualified above ground tank" if caused by "specified perils" that occur during the policy period. The expense will be paid only if the loss is reported to us within 180 days of the time at which the "specified peril" occurs.

This Supplemental coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most "we" will pay for each occurrence under this Supplemental Coverage for each "covered location" or "qualified above ground tank" is \$100,000 for the sum of all covered expenses arising out of "specified perils". An aggregate limit of \$100,000 is the most we will pay for all expenses during the policy period at each "covered location" or "qualified above ground tank" regardless of the number of occurrences. This Supplemental Coverage is additional insurance.

#### **PROPERTY NOT COVERED**

For purposes of coverages provided by this endorsement, paragraph 14. **Property of Others** is amended to read:

14. **Property of Others**—"We" do not cover property of others for which "you" are responsible as:

- a. a carrier for hire; or
- b. an arranger of transportation. This includes carloaders, consolidators, brokers, freight forwarders, or shipping associations.

This exclusion does not apply to hauling for customers when it is directly related to "your" repair or service operation.

#### **FALSE PRETENSE COVERAGE**

For purposes of coverages provided by this endorsement, 2.e. and 2. u. under Perils Excluded does not apply to farm or industrial equipment and their accessories or supplies held for sale.

“We” will pay for direct physical loss or damage that results from any of the following:

1. Someone causing “you” to voluntarily part with any covered property by trick, device, fraudulent scheme or false pretense at the time of sale, demonstration, rental or lease.
2. “Your” obtaining covered property from a seller who did not have legal ownership. For purposes of this coverage, a person who owns property subject to a lien or encumbrance on that property shall be deemed to have legal ownership to that property.
3. Conversion of covered property that “you” rent or lease to others.

The following provisions apply to 1., 2. and 3. above:

- a. The value of any property or cash received by “you” in full or partial payment for the covered property will be deducted from “your” loss payment.
- b. “We” will not pay any loss or damage or any portion of a loss or damage:
  - (1) Due solely to an undisclosed lien or encumbrance involving a purchase, trade-in or Similar transaction; or
  - (2) After the first periodic or installment payment is made; or
  - (3) Due solely to an insufficient funds check; or
  - (4) As a result of “your” obligation under a contract or agreement in which “you” agree to be liable in the event of default by the purchaser; or
  - (5) Due to nonpayment for any reason, of any credit “you” extend. This includes bankruptcy, other insolvency proceedings or failure to honor postdated checks; or
  - (6) Unless “you” have made a reasonable effort, prior to parting with the property, to determine that the transaction was a legitimate business transaction and to identify the other party
- c. If the covered property is recovered and returned to “you”, “we” will pay no more than:
  - (1) The actual cost and expense of recovering the property, plus
  - (2) The cost of any repairs needed as a result of damage to covered property following the loss or damage.
- d. “We” will not make payment for loss or damage:
  - (1) Under 1. and 3. above unless “you” were in possession of and had legal ownership to the covered property immediately prior to loss or damage.

“We” won’t apply this provision if “you” do not have legal ownership to Property of Others as covered under section 1. Covered Business Personal Property g. personal property of others.
  - (2) Under 2. above unless you have taken possession of the covered property.

- e. "You" must make every effort to recover the covered property when located.
  - f. "You" must make every effort to obtain a warrant for the arrest of any person causing loss of or damage to the covered property as soon as practicable after the loss or damage.
  - g. "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:
    - (1) "you"
    - (2) "your" partners, officers, directors, trustees, joint venturers; or
    - (3) the employees or agents of (1) or (2) above, whether or not they are at work
- This exclusion does not apply to covered property in custody of a carrier for hire.
- h. "We" do not pay for "theft" by an "employee".
  - i. The most "we" will pay for all losses caused by any one person or organization within any policy period regardless of the number of occurrences is \$250,000 unless a different "limit" is shown on the "schedule of coverages". If a different "limit" is shown on the "schedule of coverages" then that "limit" will apply.

### **ADDITIONAL PROPERTY NOT COVERED OR SUBJECT TO LIMITATIONS**

For purposes of coverages provided by this endorsement, The following is added to the ADDITIONAL PROPERTY NOT COVERED OR SUBJECT TO LIMITATIONS section:

**Floor Plan Coverage**—"We" do not cover property insured against any hazard under a floor plan insurance program or other insurance program obtained by or provided through a manufacturer or distributor of such property or a creditor of "yours" on such property. This exclusion does not apply to parts and accessories which have been added to equipment unless there is other insurance which insures "your" interest in them. It also does not apply to coverage provided under False Pretense.

### **VALUATION**

For purposes of coverages provided by this endorsement as it relates to new and used equipment held for sale, the following valuation provisions apply:

For a covered loss to new equipment held for sale, the loss will be valued at Replacement Cost Value.

For a covered loss to used equipment held for sale, the loss will be valued at Actual Cash Value.

### **HOW MUCH WE PAY**

For purposes of coverages provided by this endorsement, the following is added to Section 2. **deductible** under HOW MUCH WE PAY:

If more than one deductible applies to any loss, "we" will apply only the largest applicable deductible.

## **DEFINITIONS**

For purposes of coverages provided by this endorsement, the following are added to the DEFINITIONS section:

“Employee” means a natural person while in the course and scope of their employment by “you”, or performing duties related to “your” business. “You” pay this person by salary, wages or commission, and “you” have the exclusive right to direct this person in the performance of his(her)service. Any broker, factor, commission merchant, consignee, contractor or other agent or representative is not an “employee”.

“Qualified above ground tank” means an above ground tank owned by the insured which is leased or loaned to another party for storage of a liquid product not held for resale to others at a location not owned, leased or rented by the insured.

**SCHEDULE OF COVERAGES  
EQUIPMENT DEALERS PROGRAM  
COMMERCIAL OUTPUT PROGRAM**

(The entries required to complete this endorsement  
will be shown below or on the "schedule of coverages".)

Limit of Insurance

**Catastrophe Limit** -- The most "we" pay for  
any combination of or total of losses arising under  
one or more coverages in any one occurrence is: \$\_\_\_\_\_

**PROPERTY COVERAGE PART**

**LIMITS**

-- Building Property Limit -- The most  
"we" pay for loss at any one "covered location" is: \$\_\_\_\_\_

-- Business Personal Property Limit -- The most  
"we" pay for loss at any one "covered location" is: \$\_\_\_\_\_

[ ] Refer To Scheduled Locations

**COVERAGE EXTENSIONS**

-- Consequential Loss \$\_\_\_\_\_

-- Debris Removal, Additional Expense \$\_\_\_\_\_

-- Emergency Removal \_\_\_\_\_ days

-- Emergency Removal Expense \$\_\_\_\_\_

-- Fraud and Deceit \$\_\_\_\_\_

-- Damage From Theft \$\_\_\_\_\_

-- Off Premises Utility  
Service Interruption

- Limit \_\_\_\_\_

[ ] Overhead Transmission Lines Excluded

**SUPPLEMENTAL COVERAGES**

- Brands or Labels Expense \$ \_\_\_\_\_
- Expediting Expenses \$ \_\_\_\_\_
- Fire Department Service Charges \$ \_\_\_\_\_
- Inventory and Appraisal Expense \$ \_\_\_\_\_
- Ordinance or Law (Undamaged Parts of Buildings) \$ \_\_\_\_\_
- Ordinance or Law (Increased Cost to Repair/ Cost to Demolish and Clear Site) \$ \_\_\_\_\_
- Personal Effects \$ \_\_\_\_\_
- Pollutant Cleanup And Removal \$ \_\_\_\_\_
- Recharge of Fire Extinguishing Equipment \$ \_\_\_\_\_
- Rewards \$ \_\_\_\_\_
- Sewer Backup and Water Below the Surface \$ \_\_\_\_\_
- Trees, Shrubs, and Plants \$ \_\_\_\_\_
- Underground Pipes, Pilings, Bridges, and Roadways \$ \_\_\_\_\_

**SUPPLEMENTAL MARINE COVERAGES**

- Accounts Receivable \$ \_\_\_\_\_
- Electrical or Magnetic Disturbance of Computers \_\_\_\_\_
- Power Supply Disturbance of Computers \_\_\_\_\_
- Virus and Hacking Coverage
  - Limit any one occurrence \$ \_\_\_\_\_
  - Limit any 12 month period \$ \_\_\_\_\_
- Fine Arts \$ \_\_\_\_\_
- Off Premises Computers \$ \_\_\_\_\_
- Property On Exhibition \$ \_\_\_\_\_
- Property In Transit \$ \_\_\_\_\_

**SUPPLEMENTAL MARINE COVERAGES (cont.)**

- Sales Representative Samples \$ \_\_\_\_\_
- Software Storage \$ \_\_\_\_\_
- Valuable Papers \$ \_\_\_\_\_

**ADDITIONAL PROPERTY SUBJECT TO LIMITATIONS**

- Furs (theft) \$10,000
- Jewelry (theft) \$10,000
- Stamps, Tickets, Letters of Credit \$5,000

**COVERAGE OPTIONS (check if applicable)**

- Actual Cash Value Applies
- Actual Cash Value Mobile Equipment
- Automatic Increase
  - Automatic Increase \_\_\_\_\_
- Scheduled Locations
  - Newly Built or Acquired Buildings \$ \_\_\_\_\_
  - Personal Property - Acquired Locations \$ \_\_\_\_\_
  - Locations "You" Elect Not To Describe \$ \_\_\_\_\_
  - Coinsurance \_\_\_\_\_%

**DEDUCTIBLE**

Check One

- Deductible Amount \$ \_\_\_\_\_
- Refer to Deductible Endorsements

**INCOME COVERAGE PART**

**COVERAGE** (check one)

- Income Coverage Does Not Apply
- Earnings, Rents, and Extra Expense
- Earnings and Extra Expense
- Rents and Extra Expense
- Extra Expense Only

**LIMIT** (check one)

- Income Coverage Limit -- The most "we" pay for loss at any one "covered location" is: \$\_\_\_\_\_
- Refer To Scheduled Locations (check if applicable)

**COVERAGE EXTENSIONS**

- Interruption By Civil Authority \_\_\_\_\_ days
- Period of Loss Extension \_\_\_\_\_ days

**SUPPLEMENTAL COVERAGES**

- Computer Virus and Hacking
  - Limit any one occurrence \$\_\_\_\_\_
  - Limit any 12 month period \$\_\_\_\_\_
  - Waiting Period \_\_\_\_\_
- Dependent Locations \$\_\_\_\_\_
- Off Premises Utility Service Interruption
  - Limit \$\_\_\_\_\_
  - Waiting Period \_\_\_\_\_
- Overhead Transmission Lines Excluded

**INCOME COVERAGE PART (cont.)**

**SUPPLEMENTAL COVERAGES (cont.)**

- Contract Penalty
  - Limit any one occurrence \$ \_\_\_\_\_
  - Limit any 12 month period \$ \_\_\_\_\_
- Pollutants Cleanup and Removal \$ \_\_\_\_\_
- Property In Transit, On Exhibition, or Custody of Sales Representatives \$ \_\_\_\_\_

**COVERAGE OPTIONS (check if applicable)**

- Scheduled Locations
  - Newly Built or Acquired Locations \$ \_\_\_\_\_
  - Coinsurance \_\_\_\_\_ %
- Waiting Period \_\_\_\_\_
- Monthly Limitation \_\_\_\_\_

**EQUIPMENT DEALERS COVERAGES**

- Leased or Rented Equipment** \$ \_\_\_\_\_
- “Employee Tools”**
  - Any One Occurrence \$ \_\_\_\_\_
  - Any One Policy Period \$ \_\_\_\_\_
  - Deductible – Any One Occurrence \$ \_\_\_\_\_
- False Pretense Coverage** \$ \_\_\_\_\_



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## **Rate Information**

Rate data does NOT apply to filing.

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## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b> Approved	11/30/2007
<b>Comments:</b>			
<b>Attachment:</b>			
PC Transmittal.pdf			

**Property & Casualty Transmittal Document (Revised 1/1/06)**

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>
Nationwide	140

<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>
Nationwide Agribusiness Insurance Company	IA	28223	42-1015537
Farmland Mutual Insurance Company	IA	13838	42-0618271

<b>5. Company Tracking Number</b>	<b>A-2007TMLN-78XJGA</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Terry Hopkins	State Filing Analyst	(515) 508-3568	(515) 508-3694	thopkins@farmlandins.com
1100 Locust St Dept 3030 Des Moines IA 50391-3030				
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>		Terry Hopkins		

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

<b>9. Type of Insurance (TOI)</b>	5.0
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	Commercial Output Policy Program
<b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]	
<b>12. Company Program Title</b> (Marketing title)	
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other
<b>14. Effective Date(s) Requested</b>	New: Upon Approval                      Renewal: Upon Approval
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	
<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	11/29/2007
<b>19. Status of filing in domicile</b>	X Not Filed <input type="checkbox"/> Pending   Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	A-2007TMLN-78XJGA
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<b>21. Filing Description</b> [This area should be similar to the body of a cover letter and is free-form text]
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With this forms filing we are submitting Forms for approval for use with COP edition 3.0 as follows:

1. **COPB073 1007—Equipment Dealers Coverage Endorsement**—Replaces 0207 edition; Changed name of form to Equipment dealers and changed edition date to 1007.
2. **COPB079 1007—Schedule of Coverages Equipment Dealers**—Replaces 0207 edition; Changed name of form to Schedule of Coverages Equipment Dealers; changed Implement Dealers Coverages to Equipment Dealers Coverages on page 5 of 6.

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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**Check #:** Sent by EFT  
**Amount:** \$50.00

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

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