

SERFF Tracking Number: LMUG-125348297 State: Arkansas
First Filing Company: Liberty Insurance Corporation, ... State Tracking Number: EFT \$50
Company Tracking Number: LPRF-CW-006-07
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Commercial Property
Project Name/Number: Submission of form LCP 92 28 10 07 /LPRF-CW-006-07

Filing at a Glance

Companies: Liberty Insurance Corporation, Liberty Mutual Fire Insurance Company, LM Insurance Corporation, Liberty Mutual Insurance Company, The First Liberty Insurance Corporation

Product Name: Commercial Property SERFF Tr Num: LMUG-125348297 State: Arkansas
TOI: 01.0 Property SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines) Co Tr Num: LPRF-CW-006-07 State Status: FEES RECEIVED
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
Author: Jill Schroeder3 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): On Approval Effective Date (Renewal): 11/08/2007

General Information

Project Name: Submission of form LCP 92 28 10 07
Project Number: LPRF-CW-006-07
Reference Organization:
Reference Title:
Filing Status Changed: 11/08/2007
State Status Changed: 11/06/2007
Corresponding Filing Tracking Number:
Filing Description:
RE: COMMERCIAL PROPERTY

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

NEW COMPANY FORM: LIBERTY MUTUAL COMMERCIAL PROPERTY ENHANCEMENT ENDORSEMENT - LCP 92 28 10 07

PROJECT #LPRF-CW-006-07

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Liberty Mutual Insurance Company NAIC-0111-23043
Liberty Mutual Fire Insurance Company NAIC-0111-23035
LM Insurance Corporation NAIC-0111-33600
The First Liberty Insurance Corporation NAIC-0111-33588
Liberty Insurance Corporation NAIC-0111-42404

We are requesting an effective date of Upon Approval for new and renewal business.

We are submitting a new Liberty Mutual Commercial Property form for your review and approval.

Please see the applicable Memorandum and Inventory for your review.

I look forward to your acknowledgement/approval of this filing request.

Sincerely,

Jill Schroeder
State Filings Analyst
Liberty Mutual Group
PO Box 8089
Wausau WI 54402-8089
1-877-792-8728, Ext. 8922
Fax: 1-715-842-6828
Jill.schroeder@wausau.com
Enclosure

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Company and Contact

Filing Contact Information

Jill Schroeder, State Filing Analyst Jill.Schroeder@Wausau.com
 P.O. Box 8070 (877) 792-8728 [Phone]
 Wausau, WI 54402-8070 (715) 842-6828[FAX]

Filing Company Information

Liberty Insurance Corporation	CoCode: 42404	State of Domicile: Illinois
PO BOX 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 03-0316876	

Liberty Mutual Fire Insurance Company	CoCode: 23035	State of Domicile: Wisconsin
PO Box 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 04-1924000	

LM Insurance Corporation	CoCode: 33600	State of Domicile: Iowa
PO Box 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 04-3058504	

Liberty Mutual Insurance Company	CoCode: 23043	State of Domicile: Massachusetts
PO Box 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 04-1543470	

The First Liberty Insurance Corporation	CoCode: 33588	State of Domicile: Iowa
PO Box 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 04-3058503	

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 form filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Liberty Mutual Fire Insurance Company	\$50.00	11/06/2007	16494694
Liberty Mutual Insurance Company	\$0.00	11/06/2007	
The First Liberty Insurance Corporation	\$0.00	11/06/2007	
LM Insurance Corporation	\$0.00	11/06/2007	
Liberty Insurance Corporation	\$0.00	11/06/2007	

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Correspondence Summary

Dispositions

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

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Response to Note to Filer	Note To Reviewer	Jill Schroeder3	11/07/2007	11/07/2007
Required Form on filing	Note To Filer	Llyweyia Rawlins	11/07/2007	11/07/2007

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Disposition

Disposition Date: 11/08/2007
Effective Date (New): 11/08/2007
Effective Date (Renewal): 11/08/2007
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
Supporting Document	supporting doc	Approved	Yes
Form	LIBERTY MUTUAL COMMERCIAL PROPERTY ENHANCEMENT ENDORSEMENT	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	LIBERTY MUTUAL COMMERCIAL PROPERTY ENHANCEMENT ENDORSEMENT	LCP 92 28 10 07		Endorseme New nt/Amendm ent/Condi ons		0.00	LCP 92 28 10 07.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY MUTUAL COMMERCIAL PROPERTY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM
EXTRA EXPENSE COVERAGE FORM (if part of this policy)
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM (if part of this policy)
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM (if part of this policy)

All terms and conditions of this policy not specifically modified by this endorsement shall remain unchanged and in full force and effect. All limits are per occurrence unless otherwise stated or limited.

I. NEW LIMITS OF LIABILITY, DISTANCES, AND TIME PERIODS

The following new limits of liability, distances and time periods (**BOLD** below) are in place of the corresponding limits of liability, distances and time periods (UNDERLINED below) contained within the listed forms (**BOLD and UNDERLINED** below), if part of this policy, which existing limits of liability, distances and time periods (UNDERLINED below) are hereby deleted as specified and applicable below:

A. BUILDING AND PERSONAL PROPERTY COVERAGE FORM **New Limit/Distance/Time**

COVERAGE

Broadened Premises (100 ft: A.1.a(5)(b); A.1.b.; A.1.c.(2); A.5)
1,000 ft.

ADDITIONAL COVERAGES

Debris Removal Additional Expense Limit (\$10,000: A.4.a.(4)) **[\$]**
Pollutant Clean Up and Removal (\$10,000: A.4.d.) **[\$]**
Increased Cost of Construction (Lesser of \$10,000/5%: A.4.e.) **[\$]**
Electronic Data (\$2,500: A.4.f.(4)) **[\$]**

COVERAGE EXTENSIONS

Newly Acquired or Constructed Property
Building (\$250,000: A.5.a.(1)) **[\$]**
Your Business Personal Property (\$100,000: A.5.a.(2)) **[\$]**
Period of Coverage (30 days: A.5.a.(3)) **[days]**
Outdoor Property
Outdoor Property (\$1,000: A.5.e.) **[\$]**
Any One Tree, Shrub or Plant (\$250: A.5.e.) **[\$]**
Non-Owned Detached Trailers (\$5,000: A.5.f.(3)) **[\$]**

LIMITS OF INSURANCE

Outdoor Signs Attached to Buildings (\$1,000: C.) **[\$]**

ADDITIONAL CONDITIONS

Vacancy Provision (Reduction of Amount Payable by 15%; E.6.b.(2)) **10%**

B. EXTRA EXPENSE AND/OR BUSINESS INCOME COVERAGE (IF ANY)

EXTRA EXPENSE COVERAGE FORM (IF ANY) **New Limit/Time**

ADDITIONAL COVERAGES

Civil Authority
Coverage Will Apply For a Period of Up To (Three Weeks; A.5.a) **[weeks]**

Interruption of Computer Operations (\$2,500; A.4.c.(4))

[\$]

COVERAGE EXTENSIONS

Newly Acquired Locations:

Limit (\$100,000; A.5.b)

Duration (30 Days; A.5.c.(2))

[\$]

[days]

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM (IF ANY)

New Limit/Time

ADDITIONAL COVERAGES

Civil Authority

Coverage for Business Income Will Begin (72 Hours; A.5.a)

[hours]

Coverage Will Apply For a Period of Up To (Three Weeks; A.5.a (1))

[weeks]

Extended Business Income – Period of Indemnity

Business Income Other Than “Rental Value” (30 Days; A.5.c.1.b.(ii))

[days]

“Rental Value” (30 Days; A.5.c.2.b.(ii))

[days]

Interruption of Computer Operations (\$2,500; A.5.d.(4))

[\$]

COVERAGE EXTENSIONS

Newly Acquired Locations:

Limit (\$100,000; A.6.b)

Duration (30 Days; A.6.c.(2))

[\$]

[days]

BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM (IF ANY)

New Limit/Time

ADDITIONAL COVERAGES

Civil Authority

Coverage for Business Income Will Begin (72 Hours; A.4.b)

[hours]

Coverage Will Apply For a Period of Up To (Three Weeks; A.4.b)

[weeks]

Extended Business Income – Period of Indemnity

Business Income Other Than “Rental Value” (30 Days; A.4.d.1.b.(ii))

[days]

“Rental Value” (30 Days; A.4.d.2.b.(ii))

[days]

Interruption of Computer Operations (\$2,500; A.4.e.(4))

[\$]

COVERAGE EXTENSIONS

Newly Acquired Locations:

Limit (\$100,000; A.5.b)

Duration (30 Days; A.5.c.(2))

[\$]

[days]

II. LIMITS FOR NEW COVERAGE EXTENSIONS CONTAINED WITHIN THIS ENDORSEMENT

Limit

A. BUSINESS INCOME (only if this policy contains Business Income coverage)

Contingent Business Income

[\$]

Utility Service Interruption

[\$]

Tenant Lease Cancellation (Lessors Only) **At Each Covered Building per Occurrence**

[\$]

B. EXTRA EXPENSE (only if this policy contains Extra Expense coverage)

Expediting Expense

[\$]

Tenant Relocation and Move-Back Expense (Lessors Only)

[\$]

C. COMPUTER ENHANCEMENT

Computer Equipment

Laptops/Portable Computers (Worldwide)

[\$]

All Other Computer Equipment

Up to Applicable Business Personal Property Limit

Computer Virus and Denial of Access (including Website Service)

[\$]

Service Interruption – Internet Service Only

[\$]

D. CRIME ENHANCEMENT

Loss Sustained and Discovered During Policy Period Plus 60 Days, Unless Replaced (1 Year for ERISA)

Employee Dishonesty

ERISA Plans	[\$]
Jewelry, Precious Metals, Precious and Semi-Precious Stones, Pearls, Fur Garments	[\$]
Manuscripts, Drawings or Records of Any Kind (Including Costs to Reconstruct/Reproduce)	[\$]
Money, Securities and Negotiable Instruments (Including Checks)	[\$]
All Other	[\$]

Additional Coverage Extensions **AGGREGATE OCCURRENCE LIMIT** [\$]

Money, Securities and Negotiable Instruments, Including Checks (Excluding Employee Dishonesty)	
Forgery and Alteration	
Money Orders and Counterfeit Money	

E. INLAND MARINE ENHANCEMENT

ANY ONE OCCURRENCE/CATASTROPHE LIMIT	\$50,000
ANNUAL AGGREGATE LIMIT FOR ALL INLAND MARINE COVERAGE EXTENSIONS	\$200,000

Your Personal Property and Temporary Structures (Active Jobsites and Installations)

Contractor's Equipment and Machinery	
Mobile Equipment	
Employee Tools	\$2,500 per employee
Materials and Supplies Awaiting Installation	
Your Business Personal Property in Transit	

Non-Owned Hired, Rented or Leased Equipment [\$]

F. COMMERCIAL PROPERTY ENHANCEMENT

COVERED PROPERTY

Windblown Debris	[\$]
Fine Arts	\$5,000 per item / [\$]
Foundations and Underground Property	[\$]
Building Components Required by Lease/Contract (Tenants Only)	[\$]
Salesperson Samples	[\$]

Miscellaneous Coverage Extensions **AGGREGATE OCCURRENCE LIMIT**
\$200,000

Accounts Receivable
Personal Effects
Valuable Papers and Records
Fire Department Service Charge
Fire Extinguisher Recharge
Patterns, Dies, Molds and Forms
Property Off Premises

CAUSE OF LOSS

Law or Ordinance	
Loss to Undamaged Portion	Up to Applicable Building Limit
Demolition	[\$]
Back-up of Sewers or Drains	[\$]
Utility Service Interruption – Direct Property Damage (excluding Spoilage)	[\$]
Spoilage (including Service Interruption, Equipment Breakdown and Contamination)	[\$]
Underground Water Seepage	[\$]

ADDITIONAL EXTENSIONS

Pairs and Sets	[\$]
Claim Data Preparation	[\$]
Lock Re-Keying or Replacement	[\$]
Arson Reward	[\$]
Peak Season 25% of Scheduled Personal Property Limit (excluding Blanket Limits), up to	[\$]
Inflation Guard (if any)	See Declarations Page of This Policy

III. NEW COVERAGE EXTENSIONS

A. BUSINESS INCOME (only if this policy contains coverage for Business Income)

1. **Contingent Business Income**

- a. We will pay up to the limit specified in this endorsement for this extension in any one occurrence for the actual loss of Business Income you sustain due to suspension of your customary business activities at the described premises caused by direct physical loss of or damage to property of the type insured by this policy at the premises of a “dependent property” caused by or resulting from a Covered Cause of Loss.
- b. As used in this extension, “dependent property” means property operated by others whom you depend on to:
 - (1) Deliver materials or services, other than water, communication, internet or power supply services, to you, or to others for your account;
 - (2) Accept your products or services; or
 - (3) Manufacture products for delivery to your customers under a contract of sale.
- c. Coverage under this Extension will end when the property at the Dependent Property premises should be rebuilt or replaced with reasonable speed and similar quality.
- d. We will reduce the amount of Your Business Income Loss, other than Extra Expense, to the extent that you can resume “operations” in whole or in part by using any other available source of materials or outlet for your products.

2. **Utility Service Interruption – Business Income**

We will pay up to the limit specified in this endorsement for this extension in any one occurrence for the actual loss of Business Income you sustain due to suspension of your activities at the described premises resulting from a failure of power or other utility service supplied to the described premises that occurs away from the described premises and is the result of a Covered Cause of Loss to property not on the described premises that is:

(1) **Water Supply Services** property, meaning:

- (a) Pumping stations, and
- (b) Water mains

supplying water to the described premises;

(2) **Communication Supply Services** property, meaning:

- (a) Communication transmission lines including optic fiber transmission lines, but excluding overhead transmission and distribution lines,
- (b) Coaxial cables, and
- (c) Microwave radio relays applying communication services, including telephone, radio, microwave, or television services to the described premises, but excluding any internet service or any interruption of service from a satellite, regardless of cause; or

(3) Power Supply Services property, meaning:

- (a) Utility generating plants,
- (b) Switching stations,
- (c) Substations,
- (d) Transformers, and
- (e) Transmission lines, but excluding overhead transmission and distribution lines

supplying electricity, steam, or gas to the described premises.

3. Tenant Lease Cancellation (Lessors Only)

- a. In the event that your tenant(s) lawfully cancel(s) their lease(s) in your covered Building(s) due to direct physical loss or damaged by a Covered Cause of Loss, we will pay up to the limit specified in this endorsement for this extension at each covered Building to cover the actual loss of rental income that you would have received under such lease(s) starting from the end of the extended business income period of indemnity for "rental value" and ending at the earlier of:
 - (1) the date you lease the premises to another tenant;
 - (2) the expiration date for the cancelled lease(s); or
 - (3) 12 months immediately following the end of the extended business income period of indemnity for "rental value."
- b. We will not pay however under this coverage extension for any of the following:
 - (1) Prepaid rent;
 - (2) Security and other deposits made by tenants;
 - (3) Insurance, taxes or other payments you made on behalf of the tenants; or
 - (4) The normal expiration date of the cancelled leases.
- c. The limit specified in this endorsement for this extension is in addition to any other Limit of Insurance that may be provided by this policy, but we will not pay more in total from all coverages than the loss of rental income that you would have received from such lease(s).

B. EXTRA EXPENSE (only if this policy contains coverage for Extra Expense)

1. Expediting Expense

We will pay up to the limit specified in this endorsement for this extension in any one occurrence for the reasonable and necessary expenses you incur for expediting permanent repair or replacement of your Covered Property that is lost or damaged as the result of a Covered Cause of Loss. These expenses include overtime wages and extra costs for rapid means of transportation. We will not pay however for temporary rental of property or temporary replacement of damaged property.

2. Tenant Relocation and Move-Back Expense (Lessors Only)

- a.** In the event that your tenant(s) must temporarily vacate your covered Building(s) due to direct physical loss or damage by a Covered Cause of Loss, we will pay up to the limit specified in this endorsement for this extension in any one occurrence for the following costs you incur to move any or all of your tenants out of and back into your covered Building(s):
 - (1)** Packing, transporting and unpacking the tenant's Business Personal Property, including the cost of insuring the moves out of and back into any necessary disassembly and re-assembly or set-up of furniture and equipment; and
 - (2)** The net cost to discontinue and re-establish the tenants' utility and telephone services, after any refunds due the tenants.
- b.** Coverage only applies to costs incurred by you, and not to costs incurred by your tenants.
- c.** We will only pay for covered move-back expenses under this coverage extension that you incur within 60 days of the date that the damaged building has been repaired or rebuilt.

C. COMPUTER ENHANCEMENT

1. Computer Equipment

- a.** We will pay up to the limit specified in this endorsement for this extension in any one occurrence for direct physical loss or damage caused by a Covered Cause of Loss to:
 - (1)** your covered laptops/portable computers, other than those which are in transit, while located beyond 1,000 feet from a described premises anywhere in the world; and
 - (2)** your other computer equipment while at a described premises;including any computer equipment of others in your care, custody or control, and for which you are legally liable.
- b.** This coverage extension does not apply to, and we will not cover, the following kinds of property:
 - (1)** Property that you rent or lease to others;
 - (2)** Software or other electronic data;
 - (3)** Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts, program documentation or other documents;
 - (4)** Laptops/Portable Computers and other computer equipment held for sale by you;
 - (5)** Laptops/Portable Computers and other computer equipment of others on which you are performing repairs or work;
 - (6)** Laptops/Portable Computers and other computer equipment that is part of any:
 - i.** Production or processing equipment (such as CAD, CAM, or CNC machines);
 - ii.** Equipment used to maintain or service your building (such as heating, ventilating, cooling, or alarm systems); or

iii. Communication equipment (such as telephone systems); or

(7) Property that is covered under another coverage form of this or any other policy in which such property is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance.

c. When repair or replacement with identical property is not possible, we will pay the cost to replace that property with similar property capable of performing the same functions.

d. If not repaired or replaced, the property will be valued at its actual cash value.

2. Computer Virus and Denial of Access (Including Website Service)

We will pay up to the limit specified in this endorsement for this extension in any one occurrence for any loss, damage, cost or expense you incur resulting from:

a. The introduction of a malicious code, program, virus, worm, Trojan Horse program, macro time or logic bomb or similar unauthorized instruction which is designed or intended to damage, corrupt, destroy, distort, or delete any part of the system, or disrupt its normal operation, into any of the following:

(1) Data processing equipment, software, data, or media;

(2) Information repository;

(3) Hardware or software based computer operating systems;

(4) Microprocessors;

(5) Integrated circuits;

(6) Computer networks;

(7) Website service; or

(8) Any other electronic equipment, computerized equipment, or similar device;

b. A change in the functionality, availability, operation, use of, accessibility to, or operation of any of the items described in a. (1) - (8).

3. Service Interruption – Internet Service Only

We will pay up to the limit specified in this endorsement for this extension in any one occurrence for the actual loss of Business Income you sustain due to suspension of your activities at the described premises resulting from an interruption of internet service to the described premises that occurs as the result of a Covered Cause of Loss to property of the type covered by this policy that is located away from the described premises, excluding any overhead transmission or distribution lines or any interruption of service from a satellite, regardless of cause.

D. CRIME ENHANCEMENT

Coverage (Loss Sustained)

We will pay up to the limits specified in this endorsement under the following Crime Enhancement extensions, respectively, for covered loss that you sustain pursuant to these Crime Enhancement extensions that results directly from acts committed during the policy period shown in the Declarations that are “discovered” by you after the effective date of this policy, but before the earlier of the following:

- (1) 60 days following the expiration date of this policy; or
- (2) the effective date of any other insurance obtained by you, whether from us or another insurer, that replaces, in whole or in part, the insurance provided under any of the following Crime Enhancement extensions, whether or not such insurance provides coverage for losses sustained prior to its effective date;

except that we will pay for a covered Employee Dishonesty claim involving a covered ERISA plan (See **D.1.** Below) that results from acts committed during the policy period shown in the Declarations, and is discovered up to 1 year following the expiration of this policy.

The property covered under these Crime Enhancement extensions is limited to property:

- (1) that you own or lease; or
- (2) that you hold for others.

The coverage provided under these Crime Enhancement extensions is null and void if Crime Coverage has been separately endorsed to this policy, or exists under any other policy of insurance, whether from us or another insurer.

For purposes of these Crime Enhancement extensions, “discovered” means the time when you first become aware of facts that would cause a reasonable person to suspect that a loss covered by one or more of these Crime Enhancement extensions has been or will be incurred, even though the exact amount or details may not then be known, including the time when you first become aware of an actual or potential claim against you that may be covered under these Crime Enhancement extensions.

1. Employee Dishonesty (Including Your Covered ERISA Plan(s))

We will pay up to the limits specified in this endorsement for this extension in any one occurrence for theft of the following by your employees, whether acting alone or in collusion with other third parties:

- a. Funds from your covered ERISA Plan(s), except that any payment we make for loss sustained to your covered ERISA Plan(s) will be for the benefit of the plan itself, and if more than one plan is insured by this extension our payment resulting from a covered occurrence will be made to each plan in the proportion that the limit of insurance required for each plan bears to the total limit of insurance under this extension for all plans that sustained a loss covered under this extension;
- b. Jewelry, precious metals, precious and semi-precious stones, pearls and fur garments;
- c. Manuscripts, drawings or records of any kind (including costs to reconstruct/reproduce); and
- d. Your other covered Business Personal Property (including money, securities, and negotiable instruments, including checks).

2. Money, Securities and Negotiable Instruments, including Checks (excluding Employee Dishonesty)

- a. We will pay up to the limit specified in this endorsement for this extension in any one occurrence for direct loss or damage of your money, securities and negotiable instruments, including checks, while:

- (1) at a bank or savings institution;
- (2) at a described premises; or
- (3) in transit between a bank or savings institution and a described premise;

but only where the loss or damage results from theft, disappearance, destruction, computer fraud, or any fraudulent fund transfer, provided that you have maintained records of all money, securities and negotiable instruments, including checks, so we can verify the amount of any loss or damage.

No coverage is provided under this extension for any employee dishonesty, "forgery" or alteration.

- b. The value of money is determined by its face value.
- c. The value of securities is determined by the market closing price as of the day the loss is discovered.
- d. The value of negotiable instruments (including checks) is determined by the sum certain payable.
- e. In addition to other exclusions in this policy, we will also not cover loss or damage to:
 - (1) money, securities and negotiable instruments (including checks) contained in any device unless the amount deposited in it is recorded by a continuous recording instrument; or
 - (2) money, securities and negotiable instruments (including checks) given or surrendered in any exchange or purchase.

3. Forgery and Alteration

- a. We will pay up to the limit specified in this endorsement for this extension in any one occurrence for your direct loss resulting from "forgery" or alteration of any negotiable instrument, including checks.
- b. If you are sued for refusing to pay any negotiable instrument based on "forgery" or alteration, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense within and subject to the limit of liability for this coverage extension.
- c. Under this coverage:
 - (1) The deductible amount does not apply to legal expenses paid;
 - (2) We will treat signatures produced electronically, mechanically, or by other means the same as hand written signatures; and
 - (3) You must include with your proof of loss any instrument involved in that loss, or if that is not possible, an affidavit setting forth the amount and cause of loss.

- d. Under this coverage we will not pay for loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.
- e. "Forgery" means the signing of the name of another person or organization with the intent to deceive; it does not mean a signature that consists, in whole or in part, of one's own name signed, with or without authority, in any capacity, for any purpose.

4. Money Orders and Counterfeit Money

We will pay up to the limit specified in this endorsement for this extension in any one occurrence for your direct loss resulting from your good faith acceptance of:

- a. Any U. S. post office, express company, or national or state chartered bank money order that is not paid upon presentation to the issuer; or
- b. Counterfeit United States paper currency, in exchange for merchandise, "money" or services, or as part of a normal business transaction.

E. INLAND MARINE ENHANCEMENT

1. Your Personal Property and Temporary Structures (Active Jobsites and Installations)

- a. We will pay up to the annual aggregate limit of liability (if any) and any applicable occurrence sublimit of liability (if any) specified in this endorsement for this extension for direct physical loss or damage to your Business Personal Property from a Covered Cause of Loss while located more than a 1,000 feet from a described premises, but within the policy territory, consisting of:

(1) the following, while located at an active jobsite:

- (a) your contractor's equipment and machinery;
- (b) your mobile equipment;
- (c) your employee's tools;
- (d) your materials and supplies awaiting installation; and

(2) Business Personal Property you have sold under an installation agreement, if your responsibility continues until the purchaser accepts the installation; and

(3) Business Personal Property in Transit

The Additional Coverage Extension for Property in Transit (F. 1.) of the Cause of Loss – Special Form is deleted and replaced by the following:

- (a) We will pay up to the limit specified in this endorsement for this extension in any one occurrence for direct physical loss or damage to your Business Personal Property while in or on a vehicle you own, lease or operate (or being shipped at your risk) in transit between points in the coverage territory, but only where the loss or damage result from one of the following causes of loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion or vandalism;
- (2) Accidental vehicle collision with another vehicle or object (other than the roadbed), upset or overturn; or

(3) Theft by forced entry into a fully enclosed, securely locked body or compartment of the vehicle, but only if there are visible signs of forced entry.

(b) We will pay up to the limit specified in this endorsement for this extension in any one occurrence for the actual loss of Business Income you sustain due to direct physical loss of or damage to Covered Property in transit.

(c) We will pay up to the limit specified in this endorsement for this extension in any one occurrence for the reasonable and necessary Extra Expense you incur due to direct physical loss of or damage to Covered Property in transit

(d) This extension does not apply to:

(1) any contractor's equipment, machinery, or mobile equipment; or

(2) any property while being moved or stationary on the water or in the air, whether or not covered by any other insurance.

b. This coverage extension does not apply if coverage is found, in whole or in part, elsewhere in this policy or in any other policy of insurance, whether issued by us or another insurer.

2. Non-owned hired, rented or leased equipment

We will pay up to the limit specified in this endorsement for this extension in any one occurrence for direct physical loss or damage to your Non-owned, hired, rented or leased equipment from a Covered Cause of Loss while located more than a 1,000 feet from a described premises, but within the policy territory.

F. COMMERCIAL PROPERTY ENHANCEMENT

COVERED PROPERTY

The following items of property are added to the list of Covered Property under this policy, but only as provided and limited below, including any restricted covered causes of loss applicable to that property:

1. Windblown Debris

We will pay up to the limit specified in this endorsement for this extension in any one occurrence for your expenses to remove from your described premises debris of property not covered by this policy that is windblown onto such premises.

2. Fine Arts

a. We will pay up to the limit specified in this endorsement for this extension in any one occurrence for direct physical loss or damage to your "fine arts," provided that you obtain an appraisal of such "fine arts" from a certified appraiser prior to a covered loss.

b. The amount we will pay for loss of or damage to your covered "fine arts" will be the lesser of:

(1) The cost of reasonably restoring the property to its condition immediately before the loss;

(2) The cost of replacing the property with similar property; or

(3) The appraised value of the property.

- c. This extension does not apply:
 - (1) While the "fine arts" are away from the described premises;
 - (2) To breakage of art glass windows, statuary, glassware, bric-a-brac, marble, porcelain, and other similar fragile property; or
 - (3) To any repairing, restoration, or retouching of "fine arts," other than that which becomes necessary to restore the property following a covered loss to such "fine arts."
- d. For purposes of this extension, "fine arts" means paintings, etchings, drawings, rare books, murals, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, marbles, bronzes, antique silver sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, and other similar rare objects or property that have an artistic or historic merit.

3. Foundations and Underground Property

We will pay up to the limit specified in this endorsement for this extension at each described premises for direct physical loss or damage to:

- a. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- b. Underground pipes, flues, drains, tanks and connections.

4. Building Components Required By Lease/Contract (Tenants Only)

If you do not have Building coverage under this policy, and you are a tenant required by lease or contract to repair or replace certain Building components, such as doors and windows, that suffer direct physical loss or damage, we will pay up to the limit specified in this endorsement for this extension in any one occurrence for the costs you incur to repair or replace those Building components as the result of direct physical loss or damage from a Covered Cause of Loss.

5. Salespersons Samples

- a. We will pay up to the limit specified in this endorsement for this extension in any one occurrence for your:
 - (1) Samples of your stock in trade (including containers and packaging); and
 - (2) Similar property of others;

but only while such property is in the custody of your sales representatives, or agents, or yourself while acting as a sales representative, or while in transit between your premises and your sales representatives.
- b. Our payment for loss or damage to personal property of others will only be for the account of the owner of the property.

6. Miscellaneous Coverage Extensions

We will pay up to the combined aggregate occurrence limit of liability specified in this endorsement for this extension for direct physical loss or damage from a Covered Cause of Loss to:

- a. **Accounts Receivable**, consisting of:
 - (1) All amounts due from your customers that you are unable to collect;
 - (2) Interest charges on any loan required to offset amounts you are not able to collect pending our payment of these amounts;
 - (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
 - (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable that result from Covered Causes of Loss to your records of accounts receivable;
- b. **Personal Effects**, consisting of personal effects owned by you, your officers, your partners, members, your managers, or your employees, however we will not pay more than the limit specified in this endorsement for any one of your employee's tools, and this entire extension does not apply to loss or damage by theft; and
- c. **Valuable Papers and Records (Other Than Electronic Data)**, consisting of the cost to replace or restore the lost information on your valuable papers and records for which duplicates do not exist, however this extension does not apply to valuable papers and records that exist as electronic data. Electronic data has the meaning described under Section **A. COVERAGE**, provision **2. Property Not Covered**, item **n. Electronic Data** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**.
- d. **Fire Department Service Charge** (See **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** of this policy for coverage under this extension).
- e. **Fire Extinguisher Recharge**
 - (1) We will pay up to the limit specified in this endorsement for this extension in any one occurrence for expenses you incur for recharging your fire extinguishing equipment in the event that a manual or automatic fire extinguisher device is discharged as the result of Covered Cause of Loss, or accidentally.
 - (2) Payment of these expenses is included within the applicable limit of insurance. No deductible applies to these expenses.
- f. **Patterns, Dies, Molds and Forms** (See **COVERED CAUSE OF LOSS – SPECIAL FORM** of this policy for coverage under this extension).
- g. **Property Off Premises** (See **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** of this policy for coverage under this extension).

CAUSE OF LOSS EXTENSION

The following causes of loss are added to the list of Covered Causes of Loss under this policy, but only with respect to the property specified for each such cause of loss, as described and limited below:

1. Law or Ordinance Coverage

This coverage extension applies only to your buildings to which this form applies. In the event of covered loss or damage to your described building from a Covered Cause of Loss, we will pay for:

a. Loss to Undamaged Portion

Loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

- (1) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss; and
- (2) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- (3) Is in force at the time of the loss.

For payment of loss, the valuation of the undamaged portion of the building is included within the Limit of Insurance applicable to the building at the described premises shown in the Declarations. This is not additional insurance.

b. Demolition Costs

The cost to demolish and clear the site of undamaged parts of the building caused by enforcement of building, zoning, or land use ordinance or law.

The most we will pay in any one occurrence to demolish and clear the site of the described premises is the limit specified in this endorsement for this extension.

c. We will not pay under this coverage extension for:

- (1) Costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants"; or
- (2) Loss due to any ordinance or law that:
 - (a) You were required to comply with before the loss; or
 - (b) Is enforced even if the property had not been damaged.

d. This coverage extension does not modify the Covered Causes of Loss under **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM, or EXTRA EXPENSE COVERAGE FORM.**

2. Back-up of Sewers or Drains

We will pay up to the limit specified in this endorsement for this extension in any one occurrence for direct physical loss or damage caused by water:

- a. which backs up through sanitary sewers or storm drains directly connected to and servicing covered buildings; or
- b. which enters into and overflows from within a sump pump, sump pump well or other type of system designed to remove subsurface water that is drained from the foundation area.

3. Utility Service Interruption – Direct Property Damage (Excluding Spoilage)

- a. We will pay up to the limit specified in this endorsement for this extension in any one occurrence for direct physical damage to Covered Property (other than spoilage) resulting from a failure of power or other utility service supplied to the described premises that occurs away from the described premises and is the result of a Covered Cause of Loss to property not on the described premises that is:

(1) Water Supply Services property, meaning:

- (a) Pumping stations, and
- (b) Water mains

supplying water to the described premises.

(2) Communication Supply Services property, meaning:

- (a) Communication transmission lines including optic fiber transmission lines, but excluding overhead transmission lines,
- (b) Coaxial cables, and
- (c) Microwave radio relays

supplying communication services, including telephone, radio, microwave, or television services to the described premises, but excluding any internet service or any interruption of service from a satellite, regardless of cause

(3) Power Supply Services property, meaning:

- (a) Utility generating plants,
- (b) Switching stations,
- (c) Substations,
- (d) Transformers, and
- (e) Transmission lines, but excluding overhead transmission and distribution lines

supplying electricity, steam, or gas to the described premises.

- b. This extension does not modify the Covered Causes of Loss under **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM, BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM, or EXTRA EXPENSE COVERAGE FORM.**

4. Spoilage

- a. We will pay up to the limit specified in this endorsement for this extension in any one occurrence for physical damage to your covered perishable goods from spoilage that results from:
- (1) a change in temperature or humidity resulting from a failure of power or other utility service supplied to the described premises that occurs away from the described premises and is the result of a Covered Cause of Loss to property not on the described premises that is **Power Supply Services** property, meaning:
 - (a) Utility generating plants,
 - (b) Switching stations,
 - (c) Substations,
 - (d) Transformers, and
 - (e) Transmission lines, but excluding overhead transmission and distribution lines supplying electricity, steam, or gas to the described premises;
 - (2) Mechanical Breakdown or Contamination, meaning:
 - (a) Change in temperature or humidity resulting from mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; or
 - (b) Contamination by the refrigerant.
- b. We will determine the value of all perishable goods at the regular cash-selling price, less all discounts and charges to which such perishable goods would have been subject had no loss occurred. However, perishable goods does not include loss of business income resulting from the damage to or destruction of such goods.

5. Underground Water Seepage

- a. We will pay up to the limit specified in this endorsement for this extension in any one occurrence at each described premises for loss or damage caused by or resulting from water under the ground surface pressing on, or flowing or seeping through:
- (1) Foundations, walls, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings.
- b. These Causes of Loss do not apply to Property at Other Premises.

ADDITIONAL EXTENSIONS

In the event of direct physical loss or damage to Covered Property at the premises described in the Declarations caused by or resulting from a Covered Cause of Loss we will pay for the following costs and expenses you incur provided you have satisfied all of the other terms and conditions of this policy:

1. Pairs and Sets

We will pay up to the limit specified in this endorsement for this extension in any one occurrence for the loss of value of any undamaged part or parts of a product, pair or set that becomes unmarketable due to physical loss or damage to another part or parts of the product, pair or set, caused by a Covered Cause of Loss.

2. Claim Data Preparation

- a. We will pay up to the limit specified in this endorsement for this extension in any one occurrence for the reasonable expenses you incur for the professional services of auditors, accountants, architects and engineers, other than your own employees, to prepare claim data necessary to support your claim for loss or damage to Covered Property resulting from a Covered Cause of Loss. Reasonable expenses include the cost to take inventories, make appraisals, and prepare other documentation supportive of the dollar amount of loss or damage.
- b. We will not pay for any expenses you incur to engage a public adjuster, or an attorney, or any party whose fees or expenses are based on a contingency, which expenses are not covered.

3. Lock Re-Keying or Replacement

- a. We will pay up to the limit specified in this endorsement for this extension in any one occurrence in the event the keys or master keys are stolen from you at Scheduled Premises due to theft or vandalism, we will pay the lesser of the cost to:
 - (1) Re-key the locks;
 - (2) Install new lock cylinders; or
 - (3) Replace existing locks with new locks of like kind and quality.

4. Arson Reward

- a. In the event a covered fire loss to your Covered Property is of a suspicious nature, we will pay a reward of up to the limit specified in this endorsement for this extension to an individual or individuals who report the identity of any suspected arsonist to law enforcement officials, provided that the suspected arsonist is apprehended and
 - (1) Brought to trial and convicted of, or
 - (2) Confesses and pleads guilty tothe arson fire of your Covered Property.
- b. The amount we will pay under this extension is not increased by the number of individuals reporting the arsonist(s) involved in the loss, or the number of fires.
- c. No deductible applies to any reward payable under this extension.

5. Peak Season

- a. We will automatically increase the applicable Scheduled Limit of Insurance (excluding any Blanket Limits) for you Business Personal Property by 25% (up to a maximum of \$100,000) of the applicable Scheduled Limit of Insurance (excluding any Blanket Limits) shown in the Declarations in any one occurrence to provide seasonal variations in your business.
- b. This extension and increase will apply only if the applicable Scheduled Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the 12 months immediately preceding the date of the covered loss or damage (or the period of time you have been in business as of the date of the covered loss or damage if you have been in business for less than 12 months).

IV. ADDITIONAL LOSS CONDITIONS

The following Additional Loss Conditions are made part of this policy, and apply to this policy in its entirety:

A. Valuation

1. "Fine Arts"

Covered "Fine Arts" will be valued at the appraised value at the time of loss or damage. If no appraisal is available, the value will be the fair market value at the time of loss or damage.

2. Personal Property of Others

Covered Personal Property of Others will be valued at replacement cost, except if an item(s) of Personal Property of Others is subject to a written contract that governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable limit of insurance.

3. Manufacturers Selling Price

We will determine the value of covered finished "stock" you manufacture at the selling price, as if no loss or damage occurred, less all discounts and expenses you otherwise would have had.

B. Brands and Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, we will pay up to the limit specified in this endorsement for this extension in any one occurrence for your cost or expense to perform the following:

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

C. Other Insurance

If there is any other insurance that would apply in the absence of this policy, we will pay for a loss covered by this policy only after the limits of all other applicable insurance are exhausted. If this

policy is deemed to contribute to a loss with other insurance, we will only pay our proportionate share of the loss, up to the applicable limit of liability. Our share will be the proportion that the applicable limit of liability of this policy bears to the total limits of liability available from all insurance.

D. Occurrence

As used in this policy, including this endorsement, occurrence means all loss or damage attributable directly or indirectly to one (1) cause or series of similar causes. All such loss or damage will be added together, and the total loss or damage will be treated as one (1) occurrence irrespective of the amount of time or area over which such loss or damage occurs.

E. Waiver of Coinsurance

The coinsurance condition in this policy is waived with respect to the following:

1. **Debris Removal;**
2. **Increased Cost of Construction;**
3. **Your Business Personal Property in Transit;**
4. **Underground Water Seepage;**
5. Each of the **Additional Extensions** contained in this endorsement (See III. F. Above); and
6. Covered Losses < \$10,000.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

SERFF Tracking Number: LMUG-125348297 *State:* Arkansas
First Filing Company: Liberty Insurance Corporation, ... *State Tracking Number:* EFT \$50
Company Tracking Number: LPRF-CW-006-07
TOI: 01.0 Property *Sub-TOI:* 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Commercial Property
Project Name/Number: Submission of form LCP 92 28 10 07 /LPRF-CW-006-07

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LMUG-125348297 State: Arkansas
First Filing Company: Liberty Insurance Corporation, ... State Tracking Number: EFT \$50
Company Tracking Number: LPRF-CW-006-07
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Commercial Property
Project Name/Number: Submission of form LCP 92 28 10 07 /LPRF-CW-006-07

Supporting Document Schedules

Bypassed -Name: Uniform Transmittal Document-Property & Casualty
Bypass Reason: n/a
Comments:

Review Status: Approved 11/08/2007

Satisfied -Name: supporting doc
Comments:
Attachments:
Filing Inventory (2).pdf
Filing Memo- Form R1 _2_.pdf

Review Status: Approved 11/08/2007

Filing Inventory

Form Number	Form Title	Intent	New/ Revised	Replaces Form Number	Prior Project #	Optional/ Mandatory	Restrict/ Broaden	Additional Premium Charge
LCP 92 28 10 07	Liberty Mutual Commercial Property Enhancement Endorsement	An ISO extension endorsement, providing additional coverages and enhancements as well as flexible limit of liability options not found in the ISO forms.	New	N/A	N/A	Optional	Broaden	Premium charge varies based on limits selected (see rating memorandum & pricing matrix.)

Filing Memorandum
LCP 92 28 10 07
Liberty Mutual Commercial Property Enhancement Endorsement

We are submitting a new Liberty Mutual commercial property form and manual rule for your review and approval.

The attached rating memorandum & pricing matrix explains the coverage offerings and any applicable premium charge indicated in this new ISO extension.

The LCP 92 28 10 07 form provides additional coverages and enhancements, as well as flexible limit of liability options not found in the ISO forms. There are fill-in spaces on the form where the desired limit of liability, distance, or time period can be entered (designated by [\$], [days], [weeks], or [months] - for example).

We will be using all ISO state amendatory endorsements on our policies with our company forms.

We are submitting new rule, LCP 92 28-E-RULE 1.

The premium charges associated with the limit of liability options for endorsement LCP 92 28, as outlined in rule LCP 92 28-E-RULE 1, are based on underwriting judgment.