

SERFF Tracking Number: TRVD-125356991 State: Arkansas
First Filing Company: The Charter Oak Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2007-10-0066-F
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch
Liability
Product Name: Agribusiness Program
Project Name/Number: New endorsements, rules and rates/2007-10-0066-F

Filing at a Glance

Companies: The Charter Oak Fire Insurance Company, The Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company Of Connecticut

Product Name: Agribusiness Program SERFF Tr Num: TRVD-125356991 State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 05.0006 Commercial Farm and Ranch Co Tr Num: 2007-10-0066-F State Status: Fees received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
Authors: Carrie Acuna, Carol Letendre Disposition Date: 11/19/2007
Date Submitted: 11/14/2007 Disposition Status: Approved
Effective Date Requested (New): 12/13/2007 Effective Date (New): 12/13/2007
Effective Date Requested (Renewal): 12/13/2007 Effective Date (Renewal): 12/13/2007

General Information

Project Name: New endorsements, rules and rates Status of Filing in Domicile: Authorized
Project Number: 2007-10-0066-F Domicile Status Comments:
Reference Organization: NA Reference Number: NA
Reference Title: NA Advisory Org. Circular: NA
Filing Status Changed: 11/19/2007
State Status Changed: 11/14/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
TRAVELERS INDEMNITY COMPANY OF AMERICA – 3548-25666
TRAVELERS INDEMNITY COMPANY – 3548-25658
CHARTER OAK FIRE INSURANCE COMPANY – 3548-25615
TRAVELERS INDEMNITY COMPANY OF CONNECTICUT – 3548-25682
Farmers and Ranchers

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Agribusiness Policy

Form Submission

Our Company Filing Number: 2007-10-0066-F

Dear Commissioner:

In compliance with the insurance laws and regulations of your state, we respectfully submit a revision to our Agribusiness Program.

The purpose of this filing is to introduce three new endorsements and companion schedules for use with our existing Agribusiness product. These new endorsements provide additional coverage options and conditions designed to enhance our product.

Please refer to the enclosed Filing Explanatory Memorandum for details regarding these changes.

We plan to implement these changes with respect to policies effective on or after December 13, 2007. Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Company and Contact

Filing Contact Information

Carol Letendre, Senior Regulatory Analyst CLETENDR@travelers.com
385 Washington Street (651) 310-7110 [Phone]
St. Paul, MN 55102 (651) 310-4361[FAX]

Filing Company Information

The Charter Oak Fire Insurance Company CoCode: 25615 State of Domicile: Connecticut
One Tower Square Group Code: 3548 Company Type:
Hartford, CT 06183 Group Name: State ID Number:
(860) 277-6470 ext. [Phone] FEIN Number: 06-0291290

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Charter Oak Fire Insurance Company	\$0.00	11/14/2007	
The Travelers Indemnity Company	\$0.00	11/14/2007	
The Travelers Indemnity Company of America	\$50.00	11/14/2007	16638473
The Travelers Indemnity Company Of Connecticut	\$0.00	11/14/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/19/2007	11/19/2007

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Disposition

Disposition Date: 11/19/2007
Effective Date (New): 12/13/2007
Effective Date (Renewal): 12/13/2007
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	Forms Explanatory Memo	Approved	Yes
Supporting Document	Forms Index	Approved	Yes
Form	Coverage A - Dwellings Extended Replacement Cost Schedule	Approved	Yes
Form	Blanket Disruption of Operations Schedule	Approved	Yes
Form	Unit-Owners Coverage Schedule	Approved	Yes
Form	Extended Replacement Cost Schedule Coverage G - Other Farm Structures	Approved	Yes
Form	Blanket Disruption of Operations	Approved	Yes
Form	Unit-Owners Coverage	Approved	Yes
Form	Extended Replacement Cost 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	Coverage A - Dwellings Extended Replacement Cost Schedule	FP T0 89	10 07	Endorsement/Amendment/Conditions		0.00	FP T0 89 10 07.pdf
Approved	Blanket Disruption of Operations Schedule	FP T0 90	10 07	Endorsement/Amendment/Conditions		0.00	FP T0 90 10 07.pdf
Approved	Unit-Owners Coverage Schedule	FP T0 91	10 07	Endorsement/Amendment/Conditions		0.00	FP T0 91 10 07.pdf
Approved	Extended Replacement Cost Schedule Coverage G - Other Farm Structures	FP T0 92	10 07	Endorsement/Amendment/Conditions		0.00	FP T0 92 10 07.pdf
Approved	Blanket Disruption of Operations	FP T3 58	10 07	Endorsement/Amendment/Conditions		0.00	FP T3 58 10 07.pdf
Approved	Unit-Owners Coverage	FP T3 59	10 07	Endorsement/Amendment/Conditions		0.00	FP T3 59 10 07.pdf
Approved	Extended Replacement Cost Endorsement	FP T4 86	10 07	Endorsement/Amendment/Conditions		0.00	FP T4 86 10 07.pdf

POLICY NUMBER:

FARM
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE A – DWELLINGS EXTENDED REPLACEMENT COST SCHEDULE

This endorsement modifies insurance provided under the following:

FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM

SCHEDULE*

Coverage A:

Location Number:

Building Number:

Replacement Cost
Percentage of Coverage A:

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET DISRUPTION OF OPERATIONS SCHEDULE

(Income Loss And Expense Coverage)

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS FORM – FARM PROPERTY
 FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM
 FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM
 MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

SCHEDULE*

"Insured Location" No.	Description Of Farming Operation(s)**	Description Of Property	Limit Of Insurance	Percent Of Exposure Covered (or Agreed Amount)	Covered Causes Of Loss (Basic, Broad Or Special)	Extended Period Of Indemnity Option
		Farm Structures (other than Dwellings) and Farm Personal Property			As elected for Covered Property	No. of Days:

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**Including rental of farm building(s) if such rental is specified in this Description of Farming Operation(s).

POLICY NUMBER:

FARM
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNIT-OWNERS COVERAGE SCHEDULE

This endorsement modifies insurance provided under the following:
FARM COVERAGE PART

SCHEDULE*

Location and Building Number	Coverage A Limit(s) Of Insurance	Coverage C Limit(s) Of Insurance	Coverage D Limit(s) Of Insurance	Loss Assessment Limit(s) Of Insurance Property	Loss Assessment Limit(s) Of Insurance Liability	Covered Causes Of Loss Basic Or Broad

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

POLICY NUMBER:

FARM
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPLACEMENT COST SCHEDULE COVERAGE G – OTHER FARM STRUCTURES

This endorsement modifies insurance provided under the following:

FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM

SCHEDULE*

Coverage G:

Location Number:

Building Number:

Replacement Cost
Percentage of Coverage G:

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET DISRUPTION OF OPERATIONS

(Income Loss And Expense Coverage)

This endorsement modifies insurance provided under the following:

- CAUSES OF LOSS FORM – FARM PROPERTY
- FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM
- FARM PROPERTY – FARM PERSONAL PROPERTY COVERAGE FORM
- MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

SCHEDULE*

"Insured Location" No.	Description Of Farming Operation(s)**	Description Of Property	Limit Of Insurance	Percent Of Exposure Covered (or Agreed Amount)	Covered Causes Of Loss (Basic, Broad Or Special)	Extended Period Of Indemnity Option
		(Refer to Schedule Form FP T0 90)				No. of Days:

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**Including rental of farm building(s) if such rental is specified in this Description of Farming Operation(s).

A. Coverage

As used in this endorsement, the term farming operations means only those farming operations that are described in the Schedule, including rental of farm building(s) if such rental is specified in the Schedule.

If a Covered Cause of Loss causes direct physical loss to the farm buildings, machinery, supplies, or equipment described in the Schedule and located at or pertaining to an "insured location" shown in the Schedule, and if such loss necessitates disruption of your farming operations at that location, we will pay the following with respect to such disruption:

1. Reduction in net profit or increase in net loss (before income taxes);

2. Continuing normal operating expenses incurred, including payroll;
3. Actual and necessary expenses you incur to resume normal farming operations; and
4. Actual and necessary expenses you incur to repair or replace damaged property, but only to the extent that such expenses reduce the amount of loss that otherwise would have been payable under this endorsement.

B. Resumption Of Farming Operations

In the event of loss or expense to which insurance under this endorsement may apply, if you intend to continue your farming operations you must resume all or part of your farming operations as quickly as possible.

C. Period Of Restoration

1. The coverage described in Paragraph **A.** above begins on the date of direct physical loss or damage and ends on the date when the damaged property can be expected, with reasonable speed, to be repaired, rebuilt, or replaced with property of similar kind and quality. The expiration date of this policy will not cut short the period of restoration.
2. With respect to the time needed for repair, rebuilding or replacement of property, the period of restoration does not include extension of such time due to the enforcement of any ordinance or law that:
 - a. Regulates the construction, use or repair of any property;
 - b. Requires the tearing down of any property; or
 - c. 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".

D. With respect to any one period of restoration, as described in Paragraph **C.1.** above, the most we will pay for the total of covered losses and expenses is the Limit of Insurance shown in the Schedule.

E. Additional Coverages

1. Loss And Expense Due To Emergency Prohibition Against Occupancy

We will also pay for the losses and expenses described in Paragraphs **A.1.** through **A.4.** above if action of civil authority prohibits access to an "insured location" shown in the Schedule, provided that:

- a. The prohibition is due to direct physical loss of or damage to property at a neighboring premises; and
- b. The loss is caused by a Covered Cause of Loss.

Period of application: This additional coverage applies for a period of up to three consecutive weeks from the start of the prohibition but only while access is actually prohibited.

With respect to any one period of application as described in the paragraph above, the most we will pay for the total of covered losses and expenses is the Limit of Insurance shown in the Schedule.

2. Extended Income Loss Coverage

We will pay for loss described in Paragraphs **A.1.** and **A.2.** above, that you incur during the period that:

- a. Begins on the date:
 - (1) Property described in the Schedule is actually repaired, rebuilt or replaced; and
 - (2) Your farming operations at the "insured location" are resumed; and
- b. Ends on the earlier of:
 - (1) The date you could restore your farming operations with reasonable speed, to the condition that would have existed if no direct physical loss or damage had occurred; or
 - (2) 30 consecutive days after the date in Paragraph **E.2.a.** above.

Loss must be caused by direct physical loss or damage to the described property at the "insured location" caused by or resulting from a Covered Cause of Loss.

F. Limit Of Insurance

The most we will pay under this endorsement for loss in any one occurrence is the Limit of Insurance shown in the Schedule.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Loss and Expense Due to Emergency Prohibition Against Occupancy; or
2. Extended Income Loss Coverage.

G. The Covered Causes of Loss indicated in the Schedule are the only Covered Causes of Loss applicable to the coverage provided by this endorsement.

H. Exclusions

The following exclusions apply in addition to those in the Causes Of Loss Form – Farm Property and Mobile Agricultural Machinery And Equipment Coverage Form:

1. We will not pay for loss caused by or expense incurred due to suspension, lapse or cancellation of any lease, contract or order.
2. We will not pay for loss caused by or expense incurred due to contamination, by disease, of any farm building or any part of farm buildings, machinery, supplies, or equipment.

I. Under Covered Causes of Loss and Exclusions in the Causes Of Loss Form – Farm Property and Mobile Agricultural Machinery And Equipment Coverage Form, references to loss or damage also apply to expense.

J. Loss Determination

1. Applicable to loss described in Paragraphs **A.1.** and **A.2.:**

- a. The reduction in net profit or increase in net loss will be determined based on the net income from the farming operations before the direct physical loss or damage occurred, and the likely net income if no loss or damage had occurred.
- b. The amount of operating expenses, including payroll expenses, will be determined based on those necessary to restore farming operations to the same degree of efficiency that existed just before the direct physical loss or damage occurred.
- c. With respect to Paragraphs **J.1.a.** and **b.** above, the amount otherwise payable will be reduced to the extent that you can resume farming operations, in whole or in part, by using damaged or undamaged property at the "insured location" or elsewhere.

2. Applicable to expense described in Paragraphs **A.3.** and **A.4.:**

- a. The amount of actual and necessary expenses will be determined based on:
 - (1) Expenses that exceed the normal expenses that you would have incurred for farming operations during the period of restoration if no direct physical loss or damage had occurred.

Upon resumption of farming operations, we will deduct the salvage value that remains of any property bought for temporary use during the period of restoration.
 - (2) Expenses that reduce net income losses that you would otherwise have sustained.
- b. With respect to Paragraph **J.2.a.** above, the amount otherwise payable will be reduced to the extent that you can return farming operations to normal and discontinue such expenses.

3. Applicable to all loss and expense described in Paragraph **A.:**

- a. The amount payable under this endorsement will also be determined based on other relevant sources of information, including:
 - (1) Your financial records and accounting procedures;
 - (2) Bills, invoices and other vouchers; and
 - (3) Deeds, liens and contracts.
- b. If you do not resume the farming operations, or do not resume operations as quickly as possible, we will pay based on the length of time it would have taken to resume the farming operations as quickly as possible.

K. Valuation

1. We will pay the full amount of any covered loss up to the Limit of Insurance if the Limit of Insurance for disruption of farming operations is at least:

- a. The percent specified in the Schedule; times
- b. The sum of:
 - (1) The Net Income (Net Profit or Loss before income taxes), and
 - (2) All operating expenses, including payroll expenses,

that would have been earned (had no loss occurred) by your farming operations at an "insured location" for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

2. We will not pay the full amount of any covered loss if the Limit of Insurance for Disruption of Farming Operations is less than the percent specified in the Schedule times the sum of:

- a. The Net Income (Net Profit or Loss before income taxes), and
- b. All operating expenses, including payroll expenses,

that would have been earned (had no loss occurred) by your farming operations at the "insured location" for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy by the Percent of Exposure Covered as shown in the Schedule;
- (2) Divide the Limit of Insurance for the "insured location" by the figure determined in Step (1); and
- (3) Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

3. The provisions of this Section **K. – Valuation** do not apply to any expenses described in Paragraphs **A.3.** or **A.4.** that you incur. The provisions of this Section **K. – Valuation** do not apply if the **Agreed Amount Valuation Option** is selected.

4. Examples – Applicable only to loss described in Paragraphs **A.1.** and **A.2.**

Example No. 1 (Underinsurance):

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the "insured location" would have been \$400,000. The Percent of Exposure Covered is 50%. The Limit of Insurance is \$150,000. The amount of loss is \$80,000.

Step 1: $\$400,000 \times 50\% = \$200,000$ (the minimum amount of insurance to meet the Percent of Exposure requirement).

Step 2: $\$150,000 \div \$200,000 = .75$

Step 3: $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

Example No. 2 (Adequate Insurance):

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the "insured location" would have been \$400,000. The Percent of Exposure Covered is 50%. The Limit of Insurance is \$200,000. The amount of loss is \$80,000.

$\$400,000 \times 50\% = \$200,000$ (the minimum amount of insurance to meet the Percent of Exposure requirement).

We will cover the \$80,000 loss. No penalty applies.

L. Agreed Amount Valuation Option

1. If Agreed Amount is shown in the Schedule under Percent of Exposure Covered, we will pay the full amount of any covered loss up to the Limit of Insurance if the Limit of Insurance for disruption of farming operations is equal to at least:

a. The Coinsurance Percentage shown in the Declarations, times

b. The sum of:

(1) The Net Income (Net Profit or Loss before income taxes), and

(2) All operating expenses, including payroll expenses,

that would have been earned (had no loss occurred) by your farming operations at the "insured location" for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

2. This Agreed Amount Valuation option may be rescinded if you request a change in the Limit of Insurance without submitting a new business income worksheet.

M. No deductible applies to the coverage provided by this endorsement.

N. Optional Coverage – Extended Period Of Indemnity

If a number is shown in the Schedule under Extended Period of Indemnity Option, the number 30 in Paragraph **E.2.b.(2) – Extended Income Loss Coverage** is replaced by the number shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNIT-OWNERS COVERAGE

This endorsement modifies insurance provided under the following:
FARM COVERAGE PART

SCHEDULE*

Location and Building Number	Coverage A Limit(s) Of Insurance	Coverage C Limit(s) Of Insurance	Coverage D Limit(s) Of Insurance	Loss Assessment Limit(s) Of Insurance Property	Loss Assessment Limit(s) Of Insurance Liability	Covered Causes Of Loss Basic Or Broad
(Refer to Schedule Form FP T0 91)						
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.						

A. DEFINITIONS

1. With respect solely to the coverage provided by this endorsement, Section **C. Definitions** of the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions is revised as follows:

- a. Definition 2. "Dwelling" is replaced by the following:
 - 2. "Dwelling" means the unit used principally for family residential purposes and described in the Schedule.
The "dwelling" must be either:
 - a. Owned and occupied by you; or
 - b. Owned by a partnership or a joint venture, or an organization other than a partnership or joint venture and occupied by a member or stockholder of the partnership or joint venture, or the organization other than the partnership or joint venture, and you have an ownership interest in the partnership, joint venture or organization.

b. Definition 5. "Insured location" is replaced by the following:

5. "Insured location" means the location of the "dwelling".

2. With respect solely to the coverage provided by this endorsement, **Section IV – Definitions** of the Farm Liability Coverage Form is revised as follows:

a. Definition 11. "Insured location" is replaced by the following:

11. "Insured location" means the location of the "dwelling".

b. The following Definition is added:

"Dwelling" means the unit used principally for family residential purposes and described in the Schedule.

The "dwelling" must be either:

- a. Owned and occupied by you; or

- b. Owned by a partnership or a joint venture, or an organization other than a partnership or joint venture and occupied by a member or stockholder of the partnership or joint venture, or the organization other than the partnership or joint venture, and you have an ownership interest in the partnership, joint venture or organization.

B. SECTION I – COVERAGES

With respect solely to the coverage provided by this endorsement, under the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form:

- 1. **Section I – Coverages, Coverages A – Dwellings, Paragraphs A. Coverage, A.1. Covered Property, A.2. Property Not Covered and B.1. Coverage A Conditions**, the Property Valuation, Loss Condition are replaced by the following:

- a. **Coverage A**

We will pay, up to the Limit of Insurance shown in the Schedule for that unit, for direct physical loss of or damage to Covered Property under Coverage A of this endorsement caused by or resulting from any Basic or Broad Covered Causes Of Loss as described in the Schedule.

- (1) **Covered Property**

The following are Covered Property under Coverage A of this endorsement:

- (a) The alterations, appliances, fixtures and improvements which are part of the building contained within the "dwelling";
- (b) Items of real property which pertain exclusively to the "dwelling";
- (c) Property that is your insurance responsibility under a corporation or association of property owners agreement; or
- (d) Structures owned solely by you, other than the "dwelling", at the "insured location".

(2) Property Not Covered

The following are not Covered Property under Coverage A of this endorsement:

- (a) Land, including land on which the "dwelling", real property or structures are located;
- (b) Structures rented or held for rental to any person who does not reside in the "dwelling", unless used solely as a private garage;
- (c) Structures used to store "business property";
- (d) Water; or
- (e) Trees, shrubs, plants or lawns, except to the extent provided for in Paragraph C.1. of this endorsement.

b. Coverage A Conditions

LOSS CONDITION – VALUATION

Covered Property

We will determine the value of Covered Property in the event of loss or damage as follows:

- (1) If the loss or damage is repaired or replaced within a reasonable time, at the actual cost to repair or replace.
- (2) If the loss or damage is not repaired or replaced within a reasonable time, at actual cash value but not more than the amount required to repair or replace.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

- 2. Section I, Coverage B – **Other Private Structures Appurtenant To Dwellings** is deleted.
- 3. Under Section I,– Coverage C – Household Personal Property, we will pay, up to the Limit of Insurance shown in the Schedule for that unit, for direct physical loss of or damage to Covered Property under Coverage C of this policy caused by or resulting from any Basic or Broad Covered Causes Of Loss as described in the Schedule.

4. Section I, – Coverage D – Loss Of Use is replaced by the following:

a. Coverage

We cover the following, up to the Limit of Insurance shown in the Schedule for each unit for Coverage D:

(1) Your Additional Living Expenses

If a loss by a Covered Cause of Loss to Covered Property or the building containing the Covered Property renders the "dwelling" uninhabitable, we will pay any necessary increase in living expense you incur so that your household can maintain its normal standard of living.

Payment under your Additional Living Expense will be for the shortest time required for repair or replacement of the damaged property, or, if you relocate, the shortest time for your household to settle elsewhere.

(2) Fair Rental Value

If a Covered Cause of Loss renders unusable a private garage that you, as the owner, rent or hold for rental, we will pay for the Fair Rental value loss you sustain.

But we will exclude from our payment any expenses that do not continue while the rental garage is unusable.

Payment under this Fair Rental Value Coverage will be for the shortest time required to repair or replace the damaged garage.

(3) Expense Due To Emergency Prohibition Against Occupancy

We will pay for the Additional Living Expense you sustain if a civil authority prevents use of the "dwelling" because of direct damage to neighboring premises by a Covered Cause of Loss.

But we will not pay parts of such expense that are incurred after a period of 2 weeks has elapsed.

The period of our liability under Coverage D – Loss of Use is not limited by the expiration of the policy to which this endorsement is attached.

No Deductible applies to Coverage D.

b. Coverage D Conditions

Coverage D is subject to the Farm Property Conditions (see Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions) and the Common Policy Conditions.

C. SECTION II – COVERAGE EXTENSIONS

With respect solely to the coverage provided by this endorsement, under the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form:

1. Paragraph A. Trees, Shrubs, Plants And Lawns is replaced by the following:

A. Trees, Shrubs, Plants And Lawns

This Coverage Extension applies to Coverages A and C.

Trees, shrubs, plants and lawns you solely own at the location of the "dwelling" are Covered Property but only if loss or damage is caused by or results from any of the following Covered Causes of Loss: fire or lightning, explosion, riot or civil commotion, aircraft, vehicles not owned or operated by a resident of the covered "dwelling", vandalism, or theft.

For all damaged or destroyed trees, shrubs, plants or lawns at the location of the "dwelling", the most we will pay under this Extension is 10% of the Coverage C Limit of Insurance shown in the Declarations.

However, we will not pay more than \$500 for any one damaged or destroyed tree, shrub, plant or lawn.

This Extension is additional insurance.

We will not pay for loss of or damage to trees, shrubs, plants or lawns grown for business or farming purposes.

2. Under Paragraph B. Household Personal Property Of "Insureds" Away From The "Insured Location", the first paragraph is replaced by the following:

This Coverage Extension applies to Coverage C and is part of (not in addition to) the applicable Limit of Insurance.

3. Under Paragraph C. Refrigerated Products – Not "Farm Personal Property", the first two paragraphs are replaced by the following:

This Coverage Extension applies to Coverage C and is part of (not in addition to) the applicable Limit of Insurance.

We will pay up to \$500 for loss of or damage to contents of a freezer or refrigerated unit, in the "dwelling" you occupy, caused by a change in temperature due to:

- a. Interruption of electrical service to refrigeration equipment, caused by damage to generating or transmission equipment; or
- b. Mechanical or electrical breakdown of a refrigeration system.

4. Paragraph **D. Building Additions And Alterations** is deleted.

D. SECTION III – ADDITIONAL COVERAGES

With respect solely to the coverage provided by this endorsement, under the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form:

- 1. Paragraph **A. Removal Of Fallen Trees** is deleted.
- 2. The following is added:

LOSS ASSESSMENT

a. We will pay up to the Limit of Insurance shown in the Schedule for Property Loss Assessment for your share of loss assessment charged during the policy period against you, as owner of the "dwelling", by a corporation or association of property owners. The assessment must be made as a result of direct loss or damage to property owned by all members collectively and of a type that would be covered by this endorsement if owned by you and caused by a Covered Cause of Loss under Coverage **A**, other than:

- (1) Earthquake; or
- (2) Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.

The Limit of Insurance shown in the Schedule is the most we will pay for any one loss, regardless of the number of assessments. We will only apply one deductible, per unit, to the total amount of any one loss to the property described above, regardless of the number of assessments.

b. We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

This Additional Coverage is additional insurance.

E. COVERED CAUSES OF LOSS

When Basic or Broad is shown in the Schedule, and with respect solely to the coverage provided by this endorsement, Covered Causes Of Loss means the Covered Causes of Loss in the Causes Of Loss Form – Farm Property revised as follows:

1. Under **B. Covered Causes Of Loss – Basic**

a. Paragraph **1. Fire Or Lightning** is replaced by the following:

1. Fire Or Lightning

b. Item **c.(1)** of Paragraph **2. Windstorm Or Hail** is replaced by the following and Item **c.(3)** is deleted:

(1) Covered Property under Coverage **A**, or the property inside the "dwelling" or a covered structure, caused by rain, snow, sleet, sand or dust, whether driven by wind or not, unless the "dwelling" or covered structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sleet, sand or dust enters; or

c. Paragraph **3. Explosion** is replaced by the following:

3. Explosion, including the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages of such a vessel from which the gases of combustion pass.

d. Item **a.** of Paragraph **8. Vandalism** is replaced by the following:

a. The "dwelling" or property which pertains to the "dwelling", or its contents, if the building containing the "dwelling" has been "vacant" for more than 30 consecutive days immediately before the loss. A building being constructed is not considered vacant.

e. Paragraph **9. Theft** is replaced by the following:

9. Theft, including attempted theft and loss of property from a known location when it is likely that the property has been stolen.

This cause of loss does not include loss caused by or resulting from theft:

a. Due to unauthorized instructions to transfer property to any person or to any place;

- b. In or from a "dwelling" under construction, or of materials and supplies for use in such construction, until the "dwelling" is completed and occupied; or
- c. With respect to household personal property away from the "insured location", of:
 - (1) Property at any residence owned by, rented to, or occupied by, an "insured", except while an "insured", is temporarily residing there.

But property of a student who is an "insured" is covered at a residence away from home provided the student has been there at any time during the 45 days immediately preceding the loss;

- (2) Any watercraft, its furnishings, equipment or outboard motors; or
 - (3) Trailers or campers.
- f. Paragraphs **12. Collision** – Coverages **E** and **F** Only, **13. Earthquake Loss To Livestock** and **14. Flood Loss To Livestock** are deleted.

2. Under **C. Covered Causes Of Loss** – Broad

- a. Paragraphs **15. Electrocutation Of Covered Livestock**, **16. Attacks On Covered Livestock By Dogs Or Wild Animals**, **17. Accidental Shooting Of Covered Livestock**, **18. Drowning Of Covered Livestock From External Causes** and **19. Loading/Unloading Accidents** are deleted.

- b. Paragraph **24. Accidental Discharge Or Leakage Of Water Or Steam** is replaced by the following:

24. Accidental Discharge Or Leakage Of Water Or Steam from within a plumbing, heating, air conditioning or other system or appliance that is located on the "insured location" and contains water or steam.

Under this cause of loss we will pay for loss of or damage to covered household personal property provided that Broad is shown in the Declarations for the coverage applicable to that household personal property.

We will also pay to tear out and replace any part of a building or other structure owned solely by you which is Covered Property under Coverage **A** but only so that repairs can be made to the damaged system or appliance provided that Broad is shown in the Schedule for the coverage applying to that building or structure covered under Coverage **A**.

We will not pay:

- a. For loss or damage caused by discharge or leakage from a sump or related equipment and parts, including overflow due to sump pump failure or excessive volume of water;
 - b. The cost to repair any defect that caused the loss or damage;
 - c. For loss or damage caused by discharge or leakage within the "dwelling", if the building containing the "dwelling" has been "vacant" for 30 consecutive days immediately before the loss;
 - d. For loss or damage to or within the "dwelling" caused by accidental discharge or leakage which occurs away from the building where the "dwelling" is located;
 - e. For loss or damage caused by or resulting from freezing; or
 - f. For loss or damage caused by or resulting from discharge or leakage from roof drains, gutters, downspouts or similar fixtures or equipment.
- c. Paragraph **25. Freezing** is replaced by the following:

25. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance but only if you have used reasonable care to:

- a. Maintain heat in the building; or
- b. Shut off the water supply and drain the systems or appliance of water.

However, if the "dwelling" or a covered structure is protected by an automatic fire protective system, you must use reasonable care to continue the water supply and maintain heat in the "dwelling" or covered structure for coverage to apply.

A plumbing system does not include a roof drain, gutter, downspout or similar fixtures or equipment.

- d. Paragraph **26. Sudden And Accidental Damage** from artificially generated electrical current is replaced by the following:

26. Sudden And Accidental Damage from artificially generated electrical equipment – Applicable Only To Coverages **A** and **C**.

This cause of loss does not include loss of or damage to:

- a. Tubes, transistors or integrated circuitry that are a part of appliances, fixtures, computers, home entertainment units or other types of electronic apparatus. Integrated circuitry includes, but is not limited to, chips, transformers, resistors, diodes, wafers and rectifiers; or
- b. Laser or infrared devices used to operate or assist in the operation of any appliances, fixtures, computers, home entertainment units or other types of electronic apparatus.

3. **D. Covered Causes Of Loss – Special** does not apply.

- F. With respect solely to the coverage provided by this endorsement, under the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions Paragraph **B.8. Farm Property Conditions – Loss Conditions – Other Insurance And Service Agreement** is replaced by the following:

8. Other Insurance And Service Agreement

- a. You may have insurance subject to the same plan, terms, conditions and provisions as the insurance under the Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form. If you do have such Other Insurance, except insurance in the name of a corporation or association of property owners, we will pay only our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance shown in the Schedule bears to the limits of insurance of all insurance covering on the same basis.

- b. If there is other insurance in the name of a corporation or association of property owners covering the same loss or damage, we will pay only the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance shown in the Schedule.

- c. If loss or damage is also covered by a service agreement, any amounts payable for such loss or damage under this endorsement will be excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, home warranty or other similar service or warranty agreement, even if it is characterized as insurance.

- G. With respect solely to the coverage provided by this endorsement, under the Farm Liability Coverage Form:

1. Under **Section I – Coverages**, Coverage **H – Bodily Injury And Property Damage Liability** and under Coverage **I – Personal And Advertising Injury Liability**, the following exclusion is added:

LOSS ASSESSMENT

This insurance does not apply to liability:

- a. For any loss assessment charged against you as a member of an association, corporation or community of property owners, except as provided under Paragraph **G.2.** of this endorsement; or
- b. Under any contract or agreement entered into by an "insured". However, this exclusion does not apply to written contracts:
 - (1) That directly relate to the ownership, maintenance or use of an "insured location" as defined in this endorsement; or
 - (2) Where the liability of others is assumed by you prior to an "occurrence";unless excluded in **a.** above or elsewhere in the Exclusions of the policy to which this endorsement is attached.

2. With respect solely to the coverage provided in this endorsement, under the Farm Liability Coverage Form, the following is added to **Section I – Coverages**, Additional Coverages:

LOSS ASSESSMENT

- a. We will pay up to the Limit of Insurance shown in the Schedule for Liability Loss Assessment for your share of loss assessment charged against you, as owner of the "dwelling", during the policy period by a corporation or association of property owners, when the assessment is made as a result of:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" not excluded from coverage under this endorsement or elsewhere in the policy to which this endorsement is attached; or
- (2) Liability for an act of a director, officer or trustee in the capacity of director, officer or trustee, provided such person:
 - (a) Is elected by the members of a corporation or association of property owners; and

- (b) Serves without deriving any income from the exercise of duties which are solely on behalf of the corporation or association or property owners.

- b. Paragraph **1.b.(2)** under Section I – Coverages, Coverage H – Bodily Injury And Property Damage Liability does not apply to this Loss Assessment Coverage.
- c. Regardless of the number of assessments, the Limit of Insurance shown in the Schedule for Liability Loss Assessment is the most we will pay for loss arising out of:
 - (1) One "occurrence"; or
 - (2) A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.
- d. This Additional Coverage does not apply to assessments charged against you or a corporation or association of property owners by any governmental body.

POLICY NUMBER:

FARM
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED REPLACEMENT COST ENDORSEMENT

This endorsement modifies insurance provided under the following:

- FARM PROPERTY – FARM DWELLINGS, APPURTENANT STRUCTURES AND HOUSEHOLD PERSONAL PROPERTY COVERAGE FORM
- FARM PROPERTY – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES COVERAGE FORM

SCHEDULE*

Coverage A:

Location Number:	Building Number:	Replacement Cost Percentage of Coverage A:
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(See FP T0 89 – Coverage A Extended Replacement Cost Schedule)

Coverage G:

Location Number:	Building Number:	Replacement Cost Percentage of Coverage G:
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(See FP T0 92 – Coverage G Extended Replacement Cost Schedule)

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The provisions of this endorsement apply only to the buildings shown in the Schedule above. The **New Construction Coverage Extension** does not apply.

COVERAGE A – DWELLINGS

Under **Coverage A Conditions** the **LOSS CONDITION – VALUATION** applicable for **Property** is deleted and replaced by the following:

LOSS CONDITION – VALUATION

1. Property

- a. The basis for loss settlement will be replacement cost (without deduction for depreciation) up to the percentage, shown in the Schedule, of the Coverage **A - Dwellings** Limit of Insurance displayed in the Farm Property Coverage Part Declarations.

- b. You may make a claim for loss or damage covered by this insurance on an actual cash value basis (subject to the Limit of Insurance shown on the Farm Property Coverage Part Declarations) instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage provided by this endorsement if you notify us of your intent to do so within 180 days after the loss or damage.

- c. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- d. We will not pay more for loss or damage on a replacement cost basis than the least of:
 - (1) The cost to replace, on the same premises, the lost or damaged property with other property;
 - (a) Of comparable design, material and quality; and
 - (b) Used for the same purpose; or
 - (2) The amount you actually spend that is necessarily to repair or replace the lost or damaged property.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

COVERAGE G – BARNs, OUTBUILDINGS AND OTHER FARM STRUCTURES

Under **Coverage G Conditions** the **LOSS CONDITION for Valuation – Property Other Than Improvements and Betterments** is deleted and replaced by the following:

LOSS CONDITIONS

3. Valuation – Property Other Than Improvements and Betterments

- a. The basis for loss settlement will be replacement cost (without deduction for depreciation) up to the percentage, shown in the Schedule, of the Coverage **G – Barns, Outbuildings and Other Farm Structures** Limit of Insurance displayed in the Farm Property Coverage Part Declarations.

- b. You may make a claim for loss or damage covered by this insurance on an actual cash value basis (subject to the Limit of Insurance shown on the Farm Property Coverage Part Declarations) instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage provided by this endorsement if you notify us of your intent to do so within 180 days after the loss or damage.
- c. We will not pay on a replacement cost basis for any loss or damage:
 - (1) Until the lost or damaged property is actually repaired or replaced; and
 - (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.
- d. We will not pay more for loss or damage on a replacement cost basis than the least of:
 - (1) The cost to replace, on the same premises, the lost or damaged property with other property;
 - (a) Of comparable design, material and quality; and
 - (b) Used for the same purpose; or
 - (2) The amount you actually spend that is necessarily to repair or replace the lost or damaged property.

The cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

SERFF Tracking Number: TRVD-125356991 *State:* Arkansas
First Filing Company: The Charter Oak Fire Insurance Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: 2007-10-0066-F
TOI: 05.0 Commercial Multi-Peril - Liability & Non- *Sub-TOI:* 05.0006 Commercial Farm and Ranch
Liability
Product Name: Agribusiness Program
Project Name/Number: New endorsements, rules and rates/2007-10-0066-F

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125356991 State: Arkansas
First Filing Company: The Charter Oak Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2007-10-0066-F
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0006 Commercial Farm and Ranch
Liability
Product Name: Agribusiness Program
Project Name/Number: New endorsements, rules and rates/2007-10-0066-F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 11/19/2007

Comments:

Attachments:

AR NAIC Transmittal Doc.pdf
NAIC Form Filing Schedule.pdf

Satisfied -Name: Forms Explanatory Memo **Review Status:** Approved 11/19/2007

Comments:

Attachment:

Filing Memo Fm.pdf

Satisfied -Name: Forms Index **Review Status:** Approved 11/19/2007

Comments:

Attachment:

Form Index.pdf

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	2007-10-0066-F
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The purpose of this filing is to introduce three new endorsements and companion schedules for use with our existing Agribusiness product. These new endorsements provided additional coverage options and conditions designed to enhance our product.

Please refer to the enclosed Filing Explanatory Memorandum for details regarding these changes.

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 #: NA - EFT
Amount: \$50.00

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	2007-10-0066-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
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	Coverage A – Dwellings Extended Replacement Cost Schedule	FP T0 89 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
02	Blanket Disruption of Operations Schedule	FP T0 90 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
03	Unit Owners Coverage Schedule	FP T0 91 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
04	Extended Replacement Cost Schedule Coverage G – Other Farm Structures	FP T0 92 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
05	Blanket Disruption of Operations	FP T3 58 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
06	Unit Owners Coverage	FP T3 59 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
07	Extended Replacement Cost Endorsement	FP T4 86 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
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		

**Travelers Agribusiness
Filing Explanatory Memorandum
Forms Filing
Filing 2007-10-0066**

The Travelers is introducing three new independent endorsements and companion schedules for use with our existing Agribusiness product. These new endorsements provide additional coverage options and conditions designed to enhance our product to meet the changing needs of our Agribusiness insureds. Details regarding these new forms follows.

Coverage A – Dwellings Extended Replacement Cost Schedule, FP T0 89 10 07

This new Schedule is a companion form to Extended Replacement Cost endorsement FP T4 86 10 07 and is used to enter and display the location, building and replacement cost percentage information for covered dwellings which would normally appear on FP T4 86. Our company uses Schedule forms to simplify the policy issuance programming required when coverage forms combine both text and Schedule entry information. Extended Replacement Cost Schedule FP T0 89 will be attached to the policy whenever the Extended Replacement Cost endorsement FP T4 86 is used to modify the replacement cost loss settlement applicable to covered dwellings.

Blanket Disruption of Operations Schedule, FP T0 90 10 07

This new Schedule is a companion form to Blanket Disruption of Operations endorsement FP T3 58 10 07 and is used to enter and display the locations, operations and property descriptions, limits, percentages of exposures covered, causes of loss and extended indemnity period information which would normally appear on FP T3 58. Our company uses Schedule forms to simplify the policy issuance programming required when coverage forms combine both text and Schedule entry information. Blanket Disruption of Operations Schedule FP T0 90 will be attached to the policy whenever the Blanket Disruption of Operations endorsement FP T3 58 is used.

Unit-Owners Coverage Schedule, FP T0 91 10 07

This new Schedule is a companion form to Unit-Owners Coverage endorsement FP T3 50 10 07 and is used to enter and display the dwelling, limits of insurance and cause of loss information which would normally appear on FP T3 59. Our company uses Schedule forms to simplify the policy issuance programming required when coverage forms combine both text and Schedule entry information. Unit-Owners Coverage Schedule FP T0 91 will be attached to the policy whenever the Unit-Owners Coverage endorsement FP T3 59 is used.

Extended Replacement Cost Schedule – Coverage G – Other Farm Structures, FP T0 92 10 07

This new Schedule is a companion form to Extended Replacement Cost endorsement FP T4 86 10 07 and is used to enter and display the location, building and replacement cost percentage information for covered buildings or structures which would normally appear on FP T4 86. Our company uses Schedule forms to simplify the policy issuance programming required when coverage forms combine both text and Schedule entry information. Extended Replacement Cost Schedule FP T0 89 will be attached to the policy whenever the Extended Replacement Cost endorsement FP T4 86 is used to modify the replacement cost loss settlement applicable to covered buildings or structures.

Blanket Disruption of Operations endorsement, FP T3 58 10 07

This new optional endorsement enables the policyholder to select a blanket limit of insurance for disruption of operations coverage applicable at all insured locations listed in the companion Schedule (see item 7. below). FP T3 58 does not replace the location-level coverage offered by the ISO Disruption of Farming Operations endorsement FP 15 01. Instead, it provides an alternative disruption of operations coverage option for larger Agribusiness policyholders. Blanket Disruption of Operations endorsement FP T3 58 also adds an Agreed Amount Valuation option which is not available in ISO's endorsement FP 15 01.

Unit-Owners Coverage endorsement, FP T3 59 10 07

This new optional endorsement provides a means by which an insured who resides off the farm premises in an owned condominium or cooperative unit can be insured for property or liability loss. New endorsement FP T3 59 has been designed to specifically provide property and liability coverage, under the Farm Program, for owners of condominium or cooperative units on or away from the farm premises. FP T3 59 10 07 is to be used in place of the Insurance Services Office, Inc. ("ISO") form FP 05 23.

The Unit-Owners Coverage endorsement provides property and liability coverage for owner-occupied condominium or cooperative units. The endorsement provides a schedule by which the unit, and its respective limits of insurance and level of coverage, can be described. To address the specific coverage needs of the unit-owner, the endorsement modifies various provisions of Forms FP 00 12, Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form; FP 00 90, Farm Property - Other Farm Provisions Form - Additional Coverages, Conditions, Definitions; FP 10 60, Causes of Loss Form - Farm Property and FL 00 20, Farm Liability Coverage Form.

Under the Unit-Owners Coverage endorsement, the Farm Property definition of dwelling has been revised to specifically describe the dwelling as the unit used principally for family residential purposes; a similar definition is also introduced for use with the Liability Coverage Form. In addition, the definition of dwelling also specifies that the unit must be either owned and occupied by the named insured or owned by a partnership or a joint venture, or an organization other than a partnership or joint venture and occupied by a member or stockholder of the partnership or joint venture, or the organization other than the partnership or joint venture.

The defined term "insured location" has been revised to mean the location of the dwelling in order to restrict the geographical scope of coverage.

The coverage provisions of Form FP 00 12 have been revised, with respect to Coverage A, to include the types of property similar to that covered under the Homeowners Unit-Owners Form HO 00 06, e.g., property which is the insured's responsibility under a corporation or association of property owners agreement and structures owned solely by the named insured, other than the dwelling, at the insured location.

Property Valuation of loss or damage to covered property will be based on whether the insured repairs or replaces the property. If the property is repaired or replaced within a reasonable time, loss or damage will be settled at the actual cost to repair or replace the covered property, otherwise loss or damage to covered property will be settled on an actual cash value basis. In addition, the cost of repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law.

Under the Farm Unit-Owners Coverage endorsement there is no coverage for loss or damage to structures covered under Coverage B - Private Structures Appurtenant to Dwellings in Form FP 00 12.

Also, since the endorsement may not be used with units that are rented to others, the following provisions of Form FP 00 12 have been revised:

- The Coverage D - Loss of Use coverage provisions have been revised to provide:
 - Additional living expenses when loss to Covered Property by a covered cause of loss renders the dwelling uninhabitable; and
 - Fair rental value loss only for private garages the insured rents to others or holds for rental.
- The Section II - Coverage Extension pertaining to Trees, Shrubs, Plants and Lawns applies only to those trees, shrubs, plants and lawns that the insured solely owns and which are located at the dwelling.
- The Section II - Coverage Extensions pertaining to Coverage C Household Personal Property of Insureds Away From the Insured Location and Refrigerated Products - Not Farm Personal Property have been revised so that the coverage extension applies only when the named insured is the owner of the dwelling.
- The Section II - Coverage Extension pertaining to Building Additions and Alterations has been revised so that it does not apply under the coverage provided by the unit-owners endorsement. Coverage for loss to this type of property is provided under Coverage A of the Unit-Owners Coverage endorsement.

- The Section III - Additional Coverage, Removal of Fallen Trees has been deleted since the expense in removing those trees not owned by the insured and located on commonly owned property is usually the responsibility of the association or corporation of property owners.

Loss Assessment Coverage has also been introduced. This Additional Coverage affords a \$1,000 limit of insurance for the named insured's share of any loss assessment charged against the named insured as the owner of the unit by the corporation or association of property owners. In order for this coverage to apply, the assessment must result from direct loss or damage by a covered cause of loss applicable to Coverage A (other than earthquake or volcanic eruption) to commonly owned property. Under the Unit-Owners Coverage endorsement there will be no loss assessment coverage available for earthquake or volcanic eruption.

The \$1,000 Loss Assessment limit of insurance (which may be increased to \$5,000 by entry in the companion Schedule – see item 2. below) is the most that will be paid in any one loss regardless of the number of assessments charged against the insured. Under this Additional Coverage, coverage is not provided for assessments charged against the named insured or a corporation or association of property owners by any governmental body.

The Unit-Owners Coverage endorsement insures loss or damage for both basic or broad form causes of loss. However, the following Covered Causes of Loss have been revised to complement the coverage provided under endorsement FP T3 59:

- Fire or Lightning - Revised to delete the preclusion of loss or damage to buildings used for curing or drying tobacco since the endorsement covers only dwelling units.
- Windstorm or Hail - Revised to require that windstorm or hail first damage the building before damage caused by rain, snow, sleet, etc. is covered.
- Explosion - Revised to delete the provisions pertaining to Coverages E, F and G since the endorsement covers only dwelling units.
- Vandalism - Revised to delete the provisions pertaining to any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle since coverage is not provided for such property under the Unit-Owners Coverage endorsement.
- Theft - Revised to delete the provisions pertaining to Coverages B, E, F and G since the endorsement covers only dwelling units. The cause of loss is also revised to delete the provisions pertaining to any device or instrument for the transmitting, recording, receiving or reproduction of sound or pictures, that is operated by power from the electrical system of a motor vehicle or mobile agricultural vehicle since coverage is not provided for such property under the Unit-Owners Coverage endorsement.

The Basic Covered Causes of Loss pertaining to Collision - Coverages E and F only, Earthquake Loss to Livestock and Flood Loss to Livestock are deleted. Under Covered Causes of Loss - Broad, the provisions pertaining to Electrocution of Covered Livestock, Attacks on Covered Livestock By Dogs, Wild Animals, or Accidental Shooting of Covered Livestock, Drowning of Covered Livestock and Loading/Unloading Accidents are deleted.

The Broad Covered Causes of Loss -- Accidental Discharge or Leakage of Water or Steam, Freezing and Sudden and Accidental Damage From Artificially Generated Electrical Current have been revised to apply only to property insured under Coverage A of the Unit-Owners Coverage endorsement.

The Other Insurance and Service Agreement Loss Condition under the Farm Property - Other Farm Provisions Form - Additional Coverages, Conditions, Definitions has been revised to address situations in which insurance in the name of the association or corporation of property owners covers the same loss or damage as the insured's policy.

With respect to Liability coverage, the provisions of FL 00 20, Farm Liability Coverage Form will apply to the Unit-Owners Coverage endorsement FP T3 59. We have, however, introduced specific provisions pertaining to Loss Assessment as respects Liability coverage.

Under Farm Liability coverage, the Loss Assessment exclusion applies to bodily injury, property damage, personal injury and advertising injury. It provides that coverage is not afforded for loss assessments charged against the named insured as a member of an association, corporation or community of property owners except when the assessment is made as a result of covered bodily injury, property damage, personal injury or advertising injury or under any contract or agreement except for written contracts that relate to the insured location or where an others' liability is assumed by the insured prior to an occurrence. The Additional Coverage, Loss Assessment Liability affords a \$1,000 limit of insurance (which may be increased to \$5,000 by entry in the companion Schedule – see item 2. below) for the named insured's share of any loss assessment charged against the named insured, during the policy period, when the assessment is made as a result of (1) covered bodily injury, property damage, personal injury or advertising injury or (2) liability for an act of a director, officer or trustee while acting in that capacity. This limit of insurance is the most the insurer will pay for loss arising out of one occurrence or a covered act of a director, officer or trustee. Under this Additional Coverage, no coverage is provided for assessments charged against the named insured or a corporation or an association of property owners by any governmental body.

**TRAVELERS AGRIBUSINESS
FORMS INDEX
FILING 2007-10-0066**

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Coverage A – Dwellings Extended Replacement Cost Schedule	FP T0 89 10 07	None	S-Farm-O	(B) This is the supporting Coverage A Schedule for new endorsement FP T4 86.
Blanket Disruption of Operations Schedule	FP T0 90 10 07	None	S-Farm-O	(B) This is the supporting Schedule for new endorsement FP T3 58.
Unit Owners Coverage Schedule	FP T0 91 10 07	None	S-Farm-O	(B) This is the supporting Schedule for new endorsement FP T3 59.
Extended Replacement Cost Schedule Coverage G – Other Farm Structures	FP T0 92 10 07	None	S-Farm-O	(B) This is the supporting Coverage G Schedule for new endorsement FP T4 86.
Blanket Disruption of Operations	FP T3 58 10 07	None	E-Farm-O	(B) Adds an option for blanketing disruption of operations coverage for all locations. Also includes an agreed amount valuation option.
Unit Owners Coverage	FP T3 59 10 07	None	E-Farm-O	(B) Adds an option under which an insured who resides off the farm premises in an owned condominium or cooperative unit can be insured for property or liability loss.
Extended Replacement Cost Endorsement	FP T4 86 10 07	None	E-Farm-O	(B) modifies the Farm Property Coverages A and G to enable policyholders to apply an extended replacement cost percentage to selected farm dwellings and/or barns, outbuildings and other structures