

SERFF Tracking Number: FARL-125396686 State: Arkansas
First Filing Company: Farmland Mutual Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: A-2007BWVL-77SMPY
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability
Project Name/Number: Endorsements/A-2007BWVL-77SMPY

Filing at a Glance

Companies: Farmland Mutual Insurance Company, Nationwide Agribusiness Insurance Company

Product Name: Commercial General Liability SERFF Tr Num: FARL-125396686 State: Arkansas

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: A-2007BWVL-77SMPY State Status: Fees verified and received

Filing Type: Form Co Status: Submitted Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Terry Hopkins Disposition Date: 12/26/2007
Date Submitted: 12/20/2007 Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

State Filing Description:

General Information

Project Name: Endorsements

Project Number: A-2007BWVL-77SMPY

Reference Organization:

Reference Title:

Filing Status Changed: 12/26/2007

State Status Changed: 12/26/2007

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

With this Forms Filing, we are submitting forms for approval for use with CGL 00 01 12 04 as follows:

1. CGLB111 0107 Food and Meat Processors Coverage Endorsement

This is new form designed to provide specific coverages for the Food and Meat Processing market.

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2. CGLB112 0107 Products Broadened Coverage Territory Endorsement

This is a new form designed to provide specific coverages for the Food and Meat Processing market.

3. CGLB043 0607 Fellow Employee Bodily Injury Liability Coverage

This form replaces the 0600 edition. The language was revised to track with the CG 00 01 12 04 edition.

4. CGLB300 1007 Florists Errors and Omissions Endorsement

This is a new form designed to provide specific coverages for the Nursery/Greenhouse market.

5. CGLB088 1007 Equipment Dealers Coverage Endorsement

This form replaces the 0805 edition. The language was revised to make our intent more clear.

Company and Contact

Filing Contact Information

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

Filing Company Information

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

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

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Farmland Mutual Insurance Company	\$50.00	12/20/2007	17202626
Nationwide Agribusiness Insurance Company	\$0.00	12/20/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/26/2007	12/26/2007

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Disposition

Disposition Date: 12/26/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Food and Meat Processors Coverage Endorsement	Approved	Yes
Form	Products Broadened Coverage Territory Endorsement	Approved	Yes
Form	Fellow Employee Bodily Injury Liability Coverage	Approved	Yes
Form	Florists Errors and Omissions Endorsement	Approved	Yes
Form	Equipment Dealers Coverage 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	Food and Meat Processors Coverage Endorsement	CGLB111	0107	Endorsement/New		0.00	CGLB111 0107.pdf
Approved	Products Broadened Coverage Territory Endorsement	CGLB112	0107	Endorsement/New		0.00	CGLB112 0107.pdf
Approved	Fellow Employee Bodily Injury Liability Coverage	CGLB043	0607	Endorsement/Replaced	Replaced Form #: CGLB043 0600 Previous Filing #:	0.00	CGLB043 0607.pdf
Approved	Florists Errors and Omissions Endorsement	CGLB300	1007	Endorsement/New		0.00	CGLB300 1007.pdf
Approved	Equipment Dealers Coverage Endorsement	CGLB088	1007	Endorsement/Replaced	Replaced Form #: CGLB088 0805 Previous Filing #:	0.00	CGLB088 1007.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOOD PROCESSORS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Alienated Premises Coverage

Subparagraph **j. (2)** of **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by:

j. Damage to Property

“Property damage” to:

- (2)** Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned;

B. Incidental Medical Services Coverage and Fellow Employee Bodily Injury Liability Coverage

Subparagraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED** is deleted and replaced by:

(1) “Personal and advertising injury”:

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-“employee” or volunteer worker” as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** of **(b)** above.

C. Non-owned Watercraft Liability Coverage

Subparagraph **g.(2)** of **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:

- (a) Less than 50 feet long; and
- (b) Not being used to carry persons or property for a charge;

D. Rented Premises – Expanded Coverage

1. Fire, Lightning or Explosion Damage

The last paragraph under **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of **SECTION I – COVERAGES** is deleted and replaced by:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

2. Increased Limits for Fire Legal Liability

Paragraph **6.** of **Section III – LIMITS OF INSURANCE** is deleted and replaced by:

6. Subject to **5.** above, the most we will pay for damages because of “property damage” to premises rented to you or temporarily occupied by you with permission of the owner resulting from fire, lightning, or explosion, or any combination of the three, is the greater of:

- a.** \$300,000; or
- b.** The amount shown next to Damage To Premises Rented To You limit in the Declarations.

E. Amendment to SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Bail Bonds

Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I COVERAGES** is deleted and replaced by:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.

F. Amendment to SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, Loss of Earnings

Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I COVERAGES** is deleted and replaced by:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss to earnings up to \$500 a day because of time off from work.

ALL OTHER CONDITIONS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED BY THIS ENDORSEMENT.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS BROADENED COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Definition 4. "Coverage territory" of **SECTION V – DEFINITIONS** is deleted and replaced by:

4. "Coverage territory" means:

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c.** Anywhere in the world, except with respect to injury or damage arising out of your "foreign based operations." "Foreign based operations" means:
 - (1)** the manufacturing of goods or products outside the territory described in **a.** above;
or
 - (2)** the sale or distribution of goods manufactured outside the territory described in **a.** above at or from locations outside the territory described in **a.** above.

B. You, under our supervision, shall investigate, defend or settle any claim or "suit" brought in any country where we are prevented by law from carrying out this agreement. We will reimburse you, under Supplementary Payments, for the reasonable costs of such investigation and defense and, within the applicable limit of insurance, for the amount of any settlement made with our prior written consent.

C. We are not an admitted or authorized insurer outside of the United States of America, its territories or possessions, Puerto Rico or Canada, and assume no responsibility for the furnishing of certificates or evidence of insurance, or bonds, or for compliance in any way with the laws of other countries relating to liability insurance.

D. If you have other valid and collectible insurance that covers an "occurrence" that takes place in a location other than the locations described above in Paragraph a. of the definition of "Coverage Territory", Paragraph 4. **Other Insurance** under **Section IV – Commercial General Liability Conditions** is deleted and this insurance shall not apply.

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FELLOW EMPLOYEE BODILY INJURY LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

Section II. Who Is An Insured, Paragraph 2.a. is deleted and replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1) (a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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FLORISTS ERRORS & OMISSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Section 1. Coverages- Coverage A Bodily Injury And Property Damage Liability 1. Insuring Agreement:

We agree to pay up to \$250,000, per policy period, for sums which you become Legally obligated to pay as damages because of any act, error or omission, mistake Or misedelivery committed by an insured in rendering or failing to render services to Others in the conduct of your business as a retail florist. The loss must pertain to your business operations to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EQUIPMENT DEALERS COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Faulty Work and Defective Products Coverage

Schedule

Faulty Work and Defective Products Deductible: \$

1. Under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE:

- a. **Exclusions 2.j.(4) and (6)** do not apply while you are servicing or repairing “autos” or “mobile equipment”.
- b. **Exclusion 2.k. and Exclusion 2.i.** do not apply to “autos” or “mobile equipment” that you have serviced, repaired, or sold.

2. Deductible

Under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**, a deductible is added as follows:

- a. “Property damage” caused in any one “occurrence” will be reduced by the deductible shown in the Schedule prior to the application of the Limit of Insurance provision.
- b. This deductible applies to “property damage” to an “auto” or “mobile equipment”:
 - (1) Sold by you; or,
 - (2) Resulting from “your work” performed on any “auto” or “mobile equipment”:
or
 - (3) Resulting from “your products” used in connection with any “auto” or “mobile equipment”.

3. Additional Provisions

In addition to all of the terms, conditions, and definitions found in the Commercial General Liability Coverage Form, the following additional provisions also apply to the **FAULTY WORK AND DEFECTIVE PRODUCTS COVERAGE**:

- a. Valuation of Parts, Materials, and Labor
 - (1) If you make repairs, we will pay 85% of the retail selling price of the parts, materials, and labor; or the amount actually charged by someone else, whichever is less. This amount will then be reduced by the amount of the deductible shown in the Schedule.
 - (2) If someone else makes the repairs, we will pay either the retail selling price of the parts, materials, and labor; or the amount actually charged by someone else, whichever is less. This amount will then be reduced by the amount of the deductible shown in the Schedule.

b. Our Right to Reimbursement

- (1) To settle any claim or "suit" we may pay all or part of any deductible shown in the Schedule. If this happens, you must reimburse us for the deductible or the part of the deductible we paid.

B. Fellow Employee Coverage

Paragraph 2.a. (1) of **Section II - Who Is An Insured**, is deleted and replaced by the following:

- (1) "Personal and advertising injury":

C. Customer Demonstrations

The following is added to **Section II – WHO IS AN INSURED**:

1. With respect to "mobile equipment" operated in your business and the operation for non-business purposes of such equipment owned by you or in your charge and also operated principally in your business, any person is an insured while operating such equipment with your permission. Any other person or organization responsible for the act of such person is also an insured, but only with respect to liability arising out of operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-employee of the person operating the equipment if the person operating the equipment is not an employee of yours; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

D. Non-owned Watercraft Liability Coverage

Paragraph 2. of **Exclusion g., Aircraft, Auto or Watercraft of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
- (a) less than 50 feet long; and
- (b) Not being used to carry persons or property for a charge.

E. Limited Pollution Coverage – Mobile Equipment

Exclusion f. **Pollution of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is modified to provide the following coverage:

"Bodily injury" or "property damage" you legally become obligated to pay as damages or any loss, cost or expense arising out of any request, demand, order, claim or suit by or on behalf of any person or entity, including any governmental agency or authority, demanding that you or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants" or in any way respond to or assess the effects of "pollutants" arising from the following:

- (1)** The discharge, dispersal, escape or release of “pollutants” caused by “accidents” involving covered “mobile equipment”, if:
 - (a)** The “mobile equipment” in which the “pollutants” are contained collides, upsets or overturns; and
 - (b)** The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such collision, upset or overturn.

- (2)** The discharge, dispersal, escape or release of “pollutants” caused by “accidents” involving covered “mobile equipment” before the “pollutants” or any property in which the “pollutants” are contained are moved from the place where they are accepted by the insured for movement into or onto the covered “mobile equipment”; or after the “pollutants” or any property in which the “pollutants” are contained are moved from covered “mobile equipment” to the place where they are finally delivered, disposed of or abandoned by the insured if:
 - (a)** The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of covered “mobile equipment”; and
 - (b)** The discharge, dispersal, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

F. Operations Suits Coverage

The following Additional Coverage is added to your policy with the following limits:

Limits of Insurance

\$10,000	Each Operations Suit Limit
\$50,000	Operations Suit Annual Aggregate Limit

1. Coverage

a. Insuring Agreement

- 1)** We will pay those sums you become legally obligated to pay as damages because of an “operations suit” to which this insurance applies.

We will have the right and duty to defend you against any “operations suit” seeking those damages. We may at our discretion investigate and settle any “operations suit”.

Our right and duty to defend ends when we have offered the applicable limit as settlement of any “operations suit”.

- 2)** This insurance applies only to “operations suits” filed against you:
 - a)** In the “coverage territory”; and

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b) During the policy period.

b. Exclusions

Only the exclusions which follow apply to this additional insurance

This additional insurance does not apply to damages resulting from:

- 1) Any dishonest, malicious, fraudulent, criminal or intentional act or omission committed by you or at your direction;
- 2) "Property damage" to your property
- 3) An "occurrence" or "personal and advertising injury";
- 4) Your failure to make a good faith effort to amicably resolve a claim prior to the filing of an "operations suit".
- 5) Violation of any:
 - a) Federal, state or local statute regarding accurate odometer readings;
 - b) Federal, state or local statute regarding disclosure of prior damage;
 - c) Federal, state or local used car disclosure statutes or aftermarket automotive parts disclosure statutes.

2. Limits of This Additional Insurance

- a. The Operations Suit Annual Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all "operations suits" brought during the policy period.
- b. Subject to **a.** above, the Each Operations Suit Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages arising out of any one "operations suit".
- c. The Limits of Insurance shown in the Schedule of this endorsement fix the most we will pay, regardless of the number of:
 - 1) Insureds;
 - 2) Acts or omissions which result in damages;
 - 3) "Operations suits" brought; or
 - 4) Persons or organizations bringing "operations suits".

The limits of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed

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part of the last additional preceding period for purposes of determining the Limits of Insurance.

3. Additional Definitions

As used in this Operations Suit Coverage only, the following terms have special meaning:

- a. "Operations suit" means a civil proceeding, arbitration or mediation brought against you by or on behalf of a customer of yours and arising out of your "products" or your "work".
- b. "Products" means the goods or products, other than real property, that you make, sell, handle, distribute, rent or lease to others.
- c. "Work" means installation, service or repair operations performed by you, or by someone else at your request.

4. Additional Conditions

- a. We are entitled to the salvage value or any other recovery of the remaining value of your "products" or "work" for which we have made settlement or paid judgment.
- b. This additional insurance is excess over any other valid and collectible insurance and shall not contribute with any other insurance.

5. Other Policy Conditions

- a. Other policy provisions which are inconsistent with the provisions of this endorsement will not apply to the additional insurance afforded.
- b. All other terms and provisions of the policy remain unchanged.

G. All Terrain Vehicles Limitation

The following exclusion is added to Paragraph 2. **EXCLUSIONS** of **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE**:

This insurance does not apply to "bodily Injury" or "property damage" arising out of:

- 1. The lease or rental of any "all-terrain vehicle";
- 2. Customer demonstration of any "all-terrain vehicle" which the insured owns and allows customers to operate away from your premises.
- 3. For the purposes of this exclusion:

"All-terrain vehicle" means motor vehicles designed principally for recreational use off public roads, whether or not subject to motor vehicle registration including, but not limited to snowmobiles and mini bikes.

H. Paint Overspray Pollution coverage

Exclusion f., **Pollution** under Paragraph 2. **EXCLUSIONS** of **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** does not apply to airborne paint overspray.

I. Errors and Omissions Coverages

Schedule

Limits of Insurance

Each Act, Error, or Omission Limit
Errors and Omissions Annual Aggregate Limit

Deductible \$

1. The following coverages are added to **Section I – Coverages**:

a. **COVERAGE S – TRUTH-IN-LENDING AND TRUTH-IN-LEASING ERRORS AND OMISSIONS**

(1) **Insuring Agreement**

(a) We will pay sums an insured legally must pay as damages arising from negligent errors and omissions which result in civil violation of:

i. Any federal, state or local Truth-in-Leasing statute.

ii. Any federal, state or local Truth-in-Lending statute.

(b) We have the right and duty to investigate, defend and settle any claim or “suit” for these damages. However, we have no duty to investigate, defend or settle a claim or “suit” not covered by this insurance. Our payment of the Limit of Insurance ends our duty to investigate, defend or settle.

(2) **Exclusions**

This coverage does not apply to:

(a) “Bodily injury”, “property damage”, or “personal and advertising injury”;

(b) Loss, claims or suits arising from:

i. Dishonest, malicious, fraudulent, criminal or intentional acts or omissions; however, this exclusion does not apply to you if such act or omission was committed by your “employee” (other than a partner, director, or executive officer) without your direction or your knowledge; or

ii. Liability of others assumed by an insured under a contract or agreement.

b. **COVERAGE T – ODOMETER/HOURMETER AND PRIOR DAMAGE DISCLOSURE ERRORS AND OMISSIONS**

(1) **Insuring Agreement**

- (a)** We will pay sums an “insured” legally must pay as “damages” arising from negligent errors or omissions which result in civil violation of:
 - i. Any federal, state or local statute regarding accurate odometer/hourmeter readings;
 - ii. Any federal, state or local statute regarding disclosure of prior damage; or
 - iii. Any federal, state or local used car disclosure statutes or aftermarket automotive parts disclosure statutes.
- (b)** We have the right and duty to investigate, defend and settle any claim or “suit” for “damages.” However, we have no duty to investigate, defend or settle a claim or “suit” not covered by this insurance. Our payment of the Limit of Insurance ends our duty to investigate, defend or settle.

(2) Exclusions

This coverage does not apply to:

- (a)** “Bodily injury,” “property damage,” or “personal and advertising injury”
- (b)** Loss, claims, “suits,” or “damages” arising out of dishonest, malicious, fraudulent, criminal, or intentional acts or omissions committed or permitted by:
 - i. You, the Named Insured;
 - ii. Your officers, your employees, or agents or
 - iii. Any other party in interest.

c. COVERAGE U – DEALERSHIP INSURANCE AGENTS’ ERRORS AND OMISSIONS

(1) Insuring Agreement

- (a)** We will pay sums an “insured” legally must pay as damages arising from negligent errors or omissions committed by an “insured” while acting as an “insurance agent” selling, in the conduct of your business:
 - i. Credit life insurance;
 - ii. Credit accident and health insurance; or
 - iii. “Auto physical damage insurance”.
- (b)** We have the right and duty to investigate, defend, and settle any claim or “suit” for these damages. However, we have no duty to investigate, defend, or settle a claim or “suit” not covered by this insurance. Our payment of the Limit of Insurance ends our duty to investigate, defend, or settle.

(2) Exclusions

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This coverage does not apply to:

- (a)** “Bodily injury,” “property damage” or “personal and advertising injury”; or
- (b)** Loss, claims, or “suits” arising out of:
 - i.** An “insured’s” willful violation of an “insured’s” contract with an insurer; or any law, regulation or directive of a state regulatory authority;
 - ii.** Dishonest, malicious, fraudulent, criminal, or intentional acts or omission was committed by your employee without your direction or your knowledge; or
 - iii.** Liability of other assumed by any “insured” under a contract or agreement.

d. COVERAGE V – TITLE ERRORS AND OMISSIONS

(1) Insuring Agreement

- (a)** We will pay sums an “insured” legally must pay as damages arising from negligent errors or omissions committed by an “insured” during “title paper preparation” in the conduct of your business. However, this additional insurance applies only if the lien holder(s) or legal owner(s) make claim or bring “suit” against the “insured” for damages resulting from the “insured’s” error or omission in the title registration.
- (b)** We have the right and duty to investigate, defend, and settle any claim or “suit” for these damages. However, we have no duty to investigate, defend, or settle a claim or “suit” not covered by this insurance. Our payment of the Limit of Insurance ends our duty to investigate, defend, or settle.

(2) Exclusions

This coverage does not apply to:

- (a)** “Bodily injury”, “property damage” or “personal and advertising injury”; or
- (b)** Loss arising out of:
 - i.** Dishonest, malicious, fraudulent, criminal, or intentional acts or omission was committed by your employee without your direction or your knowledge; or
 - ii.** Liability of other assumed by any “insured” under a contract or agreement.

2. Supplementary Payments

In addition to the Limit of Insurance, we will pay for the “insured”:

- a.** All expense we incur.
- b.** The cost of bonds to release attachments in any suit we defend, but only for bond amounts within our Limit of Insurance.

- c. All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$100 a day because of time off from work.
- d. All costs taxed against the insured in any "suit" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.
- f. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

3. Who Is An Insured

The following are insureds for this coverage:

- a. You;
- b. Any of your directors, officers or employees, but only with respect to the conduct of your business;
- c. If you are a partnership or joint venture, any partner or member thereof, but only with respect to their liability for the conduct of your business.
- d. Except with respect to our Limits of Insurance, this insurance applies separately to each insured.

4. Limits Of Insurance

- a. The Errors and Omissions Annual Aggregate Limit shown in the schedule of this endorsement is the most we will pay for the sum of all damages because of acts, errors or omissions covered under Coverage **S**, Coverage **T**, Coverage **U**, and Coverage **V**.
- b. Subject to **a.** above, the Each Act, Error or Omission Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages arising out of any one act, error or omission covered under Coverage **S**, Coverage **T**, Coverage **U**, and Coverage **V**.
- c. The Limits of Insurance shown in the Schedule of this endorsement fix the most we will pay, regardless of the number of:
 - (1) Insureds;
 - (2) Acts or omissions which result in damages;
 - (3) Claims or suits brought; or
 - (4) Persons or organizations making claims or bringing suits.

The limits of this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period

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shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last additional preceding period for purposes of determining the Limits of Insurance.

5. Deductible

- a. Our obligation to pay damages on your behalf applies only to the amount of damages covered under Coverage **S**, Coverage **T**, Coverage **U**, and Coverage **V** in excess of the Errors and Omissions Deductible stated in the Schedule of this endorsement. This deductible will be deducted from the amount of each claim prior to the application of the above Limits of Insurance provisions.
- b. The terms of this insurance, including those with respect to our right and duty to defend any suits seeking those damages and your duties in the event of a claim or “suit”, apply regardless of the application of the deductible.
- c. To settle a claim or “suit”, we may pay all or any part of the deductible. If this happens, you must reimburse us for the deductible or that portion that we paid.
- d. This deductible applies separately to each act, error or omission giving rise to a claim.

6. Conditions

The following conditions apply in addition to the Common Policy Conditions.

a. Loss Conditions

(1) Duties in the event of “occurrence”, error or omission.

- (a)** You must see to it that we are promptly notified of an error or omission which may result in a claim or “suit”. To the extent possible, notice should include:
 - i. How, when and where the “occurrence”, error or omission took place;
 - ii. The names and addresses of any witnesses and persons or organization who claim or may claim damages; and
 - iii. The nature of damages arising out of the error and omission.
- (b)** If a claim is made or a “suit” is brought, you must:
 - i. Immediately record the specifics of the claim and the date received; and
 - ii. Notify us and see to it that we receive written notice of the claim as soon as practicable.
- (c)** You or any other involved insured must:
 - i. Immediately send us copies of any demands, notices, summonses, and legal papers received in connection with the claim or “suit”; and

- ii. Authorize us to obtain records and other information; and
- iii. Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- iv. Assist us, upon our request, in the enforcement of any right against any person or organization who or which may be liable to an insured because of injury or damages to which this additional insurance may also apply.

(d) No insured will, except at their own cost, voluntarily make payment, assume any obligation, or incur any expense without our written consent.

(2) Legal Action Against Us

No one may bring legal action against us under this Coverage Form until:

- (a) There has been full compliance with all the terms of this Coverage Form; and
- (b) The insured's obligation to pay has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the insured's liability.

(3) Transfer of Rights Of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after accident or loss to impair them.

b. General Conditions

(1) Bankruptcy

Bankruptcy or insolvency of the insured or the insured's estate will not relieve us of any obligations under the Coverage.

(2) Liberalization

If we revise this coverage to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

(3) Other Insurance

- (a) The additional insurance of this endorsement is excess to any other valid and collectible insurance. If our additional insurance is excess, it will apply for the amount by which our limits exceed the limits of the other insurance.
- (b) When the additional insurance of this endorsement is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we may undertake to do so, but we will be entitled to all of the insured's rights against all other insureds.

(4) Premium Audit

- (a) The estimated premium for this coverage is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named insured will be billed the balance, if any. If the estimated total premium exceeds the final premium due, the first Named insured will get a refund.
- (b) If this policy is issued for more than one year, the premium for this coverage will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

(5) Policy Period and Coverage Territory

This coverage applies only to covered errors and omissions which occur while this endorsement is in effect and applies only in the United States of American, its territories or possessions, Puerto Rico, or Canada.

(6) Two or More Coverage Forms or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same error or omission, the aggregate maximum Limit of Insurance under all of the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

(7) Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the policy to the first Named insured, this insurance applies:

- (a) As if each Named insured were the only Named insured; and
- (b) Separately to each insured against whom claim is made or "suit" is brought.

7. Definitions

The following definitions are added to **Section V - Definitions**:

- a. "Auto physical damage" means any insurance coverage sold by the insured which provides coverage for comprehensive or collision coverage.
- b. "Damages", as used in Coverage **T** only, means, and is limited to:
 - (1) The difference between the market value of "your product" as represented when sold to your customer and the market value of "your product" in the actual condition in which it existed at the time of sale; and
 - (2) Other damages, costs, or fees permitted by federal, state, or local statutes.
- c. "Insurance agent" means a person or organization duly licensed as an insurance agent, or the equivalent, by the regulatory authority in the state(s) in which you engage in the insurance business. "Insurance agent" does not mean an insurance solicitor, broker, or consultant.

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- d.** "Title paper preparation" means the preparation of official title papers for registering an "auto" or "mobile equipment" sold by an insured, including the designation of a lien holder or legal owner having a financial interest in such "auto" or "mobile equipment".

SERFF Tracking Number: FARL-125396686 *State:* Arkansas
First Filing Company: Farmland Mutual Insurance Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: A-2007BWVL-77SMPY
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: Commercial General Liability
Project Name/Number: Endorsements/A-2007BWVL-77SMPY

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: FARL-125396686 State: Arkansas
First Filing Company: Farmland Mutual Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: A-2007BWVL-77SMPY
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability
Project Name/Number: Endorsements/A-2007BWVL-77SMPY

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 12/26/2007

Comments:

Attachment:

PC Transmittal.pdf

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

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

3. Group Name	Group NAIC #
Nationwide	140

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

5. Company Tracking Number	A-2007BWVL-77SMPY
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

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

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

9. Type of Insurance (TOI)	17.0
10. Sub-Type of Insurance (Sub-TOI)	Commercial General Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other
14. Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	12/20/07
19. Status of filing in domicile	X Not Filed <input type="checkbox"/> Pending Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	A-2007BWVL-77SMPY
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21. Filing Description [This area should be similar to the body of a cover letter and is free-form text]

With this Forms Filing, we are submitting forms for approval for use with CGL 00 01 12 04 as follows:

1. CGLB111 0107 Food and Meat Processors Coverage Endorsement
This is new form designed to provide specific coverages for the Food and Meat Processing market.
2. CGLB112 0107 Products Broadened Coverage Territory Endorsement
This is a new form designed to provide specific coverages for the Food and Meat Processing market.
3. CGLB043 0607 Fellow Employee Bodily Injury Liability Coverage
This form replaces the 0600 edition. The language was revised to track with the CG 00 01 12 04 edition.
4. CGLB300 1007 Florists Errors and Omissions Endorsement
This is a new form designed to provide specific coverages for the Nursery/Greenhouse market.
5. CGLB088 1007 Equipment Dealers Coverage Endorsement
This form replaces the 0805 edition. The language was revised to make our intent more clear.

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 #: Sent by EFT
Amount: \$50.00

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

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