

Filing at a Glance

Companies: EMCASCO Insurance Company, Employers Mutual Casualty Company

Product Name: Commercial Property

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TOI: 01.0 Property

SERFF Status: Closed

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Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Co Tr Num: AR-CP-2007-02

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
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Author: Jo Byers

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Effective Date Requested (New): 10-15-2007

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Effective Date Requested (Renewal): 10-15-2007

Effective Date (Renewal): 10-15-
2007

General Information

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Advisory Org. Circular:

Filing Status Changed: 07-17-2007

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July 17, 2007

Commissioner of Insurance

Arkansas Insurance Department

1200 West Third St.

Little Rock, AR 72201-1904

SERFF FILING

EMPLOYERS MUTUAL CASUALTY COMPANY 062-21415

EMCASCO INSURANCE COMPANY 062-21407

Commercial Property

Form Revision

File # AR-CP-2007-02

Effective October 15, 2007

As member companies of Insurance Services Office, the Commercial Property program is filed on our behalf. We are pleased to submit a form revision applicable to policies written on or after October 15, 2007.

We are pleased to introduce an optional coverage, available for EMC Choice Equipment Dealers program business only. Our new endorsement provides a blanket limit of Business Income (and Extra Expense) coverage on an actual loss sustained basis. We developed the rates by using our currently filed rates based on ISOs comparable Business Income endorsement. The overall average of those rates was used to develop a flat premium charge.

The target Equipment Dealers will primarily be engaged in sales, service, repair, and rental or leasing (25% or less) of new and used mobile equipment, along with the sale of parts and supplies. The types of equipment considered for this program include construction equipment, agricultural and farm equipment, lawn and garden, and forklift dealers. Our new program will allow us to target these specific equipment dealers and compete in this market segment. A form memorandum is attached for your review.

Concurrent with this submission we are also submitting, under separate cover, filings for Commercial Inland Marine and Commercial Auto to round out our equipment dealers program.

We are revising a currently filed endorsement to clarify original underwriting intent and to correct an unintentional omission when the form was originally developed.

Finally, we are also withdrawing our Financial Institution forms. This program is no longer used.

We supplement this filing with the \$50.00 filing fee (sent via EFT), Property and Casualty Transmittal Document, Form Memorandum, and final printed copies of our endorsements.

We respectfully request your approval of this filing, to be applicable to policies written on or after October 15, 2007.

Thank you.

Jo L. Byers, Filings Analyst
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Company and Contact

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Filing Company Information

EMCASCO Insurance Company
717 Mulberry Street
Des Moines, IA 50309
(800) 247-2128 ext. [Phone]

CoCode: 21407
Group Code: 62
Group Name:
FEIN Number: 42-6070764

State of Domicile: Iowa
Company Type: P & C
State ID Number:

Employers Mutual Casualty Company
717 Mulberry Street
Des Moines, IA 50309
(800) 247-2128 ext. [Phone]

CoCode: 21415
Group Code: 62
Group Name:
FEIN Number: 42-0234980

State of Domicile: Iowa
Company Type: P & C
State ID Number:

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
EMCASCO Insurance Company	\$50.00	07-17-2007	
Employers Mutual Casualty Company	\$50.00	07-17-2007	14634032

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07-17-2007	07-17-2007

Disposition

Disposition Date: 07-17-2007

Effective Date (New): 10-15-2007

Effective Date (Renewal): 10-15-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Memorandum	Approved	Yes
Form	Business Income (and Extra Expense) Actual Loss Sustained - Specified Limit	Approved	Yes
Form	Property Extension Endorsement	Approved	Yes
Form	Financial Institutions Property Coverage Form	Approved	Yes
Form	Quick Reference Financial Institutions Property	Approved	Yes
Form	Earth Movement Endorsement	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Business Income (and Extra Expense) Actual Loss Sustained - Specified Limit	CP7331	10-07	Endorsement/New Amendment/Conditions		0.00	CP7331_200710.pdf
Approved	Property Extension Endorsement	CP7320	6-07	Endorsement/Replacement/Amendment/Conditions	CP7320 (6-05)	0.00	CP7320_200706.pdf
Approved	Financial Institutions Property Coverage Form	CP7125	5-98	Endorsement/Withdrawn Amendment/Conditions		0.00	
Approved	Quick Reference Financial Institutions Property	CP7125.1	7-97	Endorsement/Withdrawn Amendment/Conditions		0.00	
Approved	Earth Movement Endorsement	CP7125.3	7-97	Endorsement/Withdrawn Amendment/Conditions		0.00	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUSINESS INCOME (AND EXTRA EXPENSE)
ACTUAL LOSS SUSTAINED – SPECIFIED LIMIT**

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

The provisions of the Business Income (And Extra Expense) Coverage Form apply except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Business Income (And Extra Expense) Coverage Form.

I. Changes To The Business Income (And Extra Expense) Coverage Form

A. Optional Coverages – Maximum Period Of Indemnity is replaced by the following:

1. Maximum Period Of Indemnity

- a.** The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

- b.** The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:

- (1)** The amount of loss sustained and expenses incurred during the 365 days immediately following the beginning of the “period of restoration”; or
- (2)** The Limit of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – EXTRA EXPENSE COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM

The provisions of the Building And Personal Property Coverage Form, Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Extra Expense Coverage Form and Causes Of Loss – Special Form apply except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial Property Coverage Parts.

If any of the property covered by this endorsement is also covered under any other provisions of either the policy of which this endorsement is made a part or any other policy issued by us, in the event of loss or damage you may elect to make claim (1) under such other provisions in which case none of the provisions of this endorsement are applicable, or (2) under the provisions of this endorsement in which case coverage provided by this endorsement becomes the sole coverage on such property.

I. Changes To The Building And Personal Property Coverage Form

- A.** The **Debris Removal** limit under **Additional Coverages** in the **Coverage** section is increased to \$25,000.
- B.** The **Preservation Of Property** time period under **Additional Coverages** in the **Coverage** section is increased to 60 days.
- C.** The **Fire Department Service Charge** limit under **Additional Coverages** in the **Coverage** section is increased to \$5,000.
- D.** The **Pollutant Clean Up And Removal** limit under **Additional Coverages** in the **Coverage** section is increased to \$25,000.
- E.** The **Increased Cost Of Construction** limit under **Additional Coverages** in the **Coverage** section is increased to \$25,000.
- F.** The following coverages are added to **Additional Coverages** in the **Coverage** section:

1. Reward Payment

- a.** We will reimburse you for rewards paid as follows:

- (1)** Up to \$5,000 to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:

- (a)** Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
- (b)** The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Condition.

- (2)** Up to \$5,000 to an eligible person for the return of stolen Covered Property, when the loss is caused by theft. However, we will pay no more than the lesser of the following amounts:

- (a)** Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
- (b)** The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Condition.

- b.** This Additional Coverage applies subject to the following conditions:

- (1)** An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:

- (a) You or any family member;
 - (b) Your employee or any of his or her family members;
 - (c) An employee of a law enforcement agency;
 - (d) An employee of a business engaged in property protection;
 - (e) Any person who had custody of the Covered Property at the time the theft was committed; or
 - (f) Any person involved in the crime.
- (2) No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.
- (3) The lesser of the amount of the reward or \$5,000 is the most we will reimburse for loss under this Additional Coverage in any one occurrence.

2. Water Back-Up And Sump Overflow

- a. We will pay for direct physical loss or damage to Covered Property caused by or resulting from:
 - (1) Water which backs up through or overflows from a sewer or drain; or
 - (2) Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph (2) above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

- b. The coverage described in Paragraph a. of this Additional Coverage does not apply to loss or damage resulting from an insured's failure to:
 - (1) Keep a sump pump or its related equipment in proper working condition; or
 - (2) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- c. The most we will pay under this Additional Coverage is \$5,000 for each described premises. The most we will pay in any one policy period is \$25,000, regardless of the number of occurrences of loss or damage or the number of premises or locations involved.

3. Fire Extinguisher Systems Expense

- a. We will pay the cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 1,000 feet of the described premises.
- b. No coverage will apply if the fire extinguishing system is discharged during installation or testing.
- c. No deductible applies to this Additional Coverage.

The amount payable under this Additional Coverage is additional insurance.

4. Inventory And Appraisal Expense

You may extend the insurance that applies to Your Business Personal Property to apply to reasonable expenses incurred. This coverage applies to inventories and appraisals made at our request and not due to a disagreement.

We will not pay for any expenses incurred, directed or billed by or payable to any public adjusters or public accountants or their associates or subordinates or any costs as provided in the Loss Condition – Appraisal.

The most we will pay under this Additional Coverage is \$10,000 per occurrence.

The amount payable under this Additional Coverage is additional insurance.

5. Utility Services – Direct Damage

a. Coverage

We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph c. if such property is located off the described premises.

b. Exception

This Additional Coverage for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning described under Property Not Covered – Electronic Data.

c. Utility Services

(1) Water Supply Services, meaning the following types of property supplying water to the described premises:

- (a)** Pumping stations; and
- (b)** Water mains.

(2) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (a)** Communication transmission lines, including optic fiber transmission lines;
- (b)** Coaxial cables; and
- (c)** Microwave radio relays except satellites.

Communication Supply Services does not include overhead transmission lines.

(3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (a)** Utility generating plants;
- (b)** Switching stations;
- (c)** Substations;
- (d)** Transformers; and
- (e)** Transmission lines.

Power Supply Services does not include overhead transmission lines.

d. The most we will pay for loss or damage under this Additional Coverage is \$25,000 in any one occurrence. This Additional Coverage, Utility Services – Direct Damage, does not increase the applicable Limit of Insurance.

6. Extra Expense

a. Coverage

We will pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to property at premises which are described in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 1,000 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (a)** The portion of the building which you rent, lease or occupy; and
- (b)** Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

(1) Extra Expense

Extra Expense means necessary expenses you incur during the “period of restoration” that you would not have incurred if there had been no direct physical loss or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:

- (a)** Avoid or minimize the “suspension” of business and to continue “operations” at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (b)** Minimize the “suspension” of business if you cannot continue “operations”.

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.

(2) Additional Limitation – Interruption Of Computer Operations

Coverage for Extra Expense does not apply when action is taken to avoid or minimize a “suspension” of “operations” caused by destruction or corruption of electronic data, or any loss or damage to electronic data. Electronic data has the meaning described under Property Not Covered – Electronic Data.

b. Limits Of Insurance

The most we will pay under this Additional Coverage is \$25,000 for each described premises.

The amount payable under this Additional Coverage is additional insurance.

7. Business Income From Dependent Properties

- a. We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the coverage period. The "suspension" must be caused by direct physical loss of or damage to dependent property caused by or resulting from a Covered Cause of Loss. However, coverage under this Additional Coverage does not apply when the only loss to dependent property is loss or damage to electronic data, including destruction or corruption of electronic data. If the dependent property sustains loss or damage to electronic data and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced. Electronic data has the meaning described under Property Not Covered – Electronic Data.

The most we will pay under this Additional Coverage is \$25,000. But we will not pay more than \$1,000 for each day's suspension of "operations" due to loss arising from any one location.

- b. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations," in whole or in part, by using any other available:
- (1) Source of materials; or
 - (2) Outlet for your products.
- c. If you do not resume "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 "operations" as quickly as possible.
- d. Dependent property means property operated by others whom you depend on to:
- (1) Deliver materials or services to you or to others for your account. But services does not mean water services; power supply services; or communication supply services, including services relating to internet access or access to any electronic network;
 - (2) Accept your products or services;

- (3) Manufacture products for delivery to your customers under contract of sale; or

- (4) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

- e. The coverage period for Business Income under this Additional Coverage:

- (1) Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the dependent property; and

- (2) Ends on the date when the property at the premises of the dependent property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

- f. The Business Income coverage period, as stated in Paragraph e., does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or

- (2) 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".

The expiration of this policy will not reduce the Business Income coverage period.

- g. Business Income means the:

- (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses; and

- (2) Continuing normal operating expenses incurred, including payroll.

The amount payable under this Additional Coverage is additional insurance.

8. Fine Arts

- a. We will pay for direct loss of or damage to Fine Arts, whether owned by:
 - (1) You; or
 - (2) Others, and in your care, custody or control.
- b. Fine arts means paintings, drawings, lithographs, rugs, tapestries, statuary, bronzes, porcelains, marbles, antique furniture, rare books and other bona fide items of artistic merit.
- c. The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. The amount payable under this Additional Coverage is additional insurance over the insurance available for Business Personal Property.
- d. The value of fine arts will be the least of the following amounts:
 - (1) The actual cash value of that property;
 - (2) The cost of reasonably restoring that property to its condition immediately before loss; or
 - (3) The cost of replacing that property with substantially identical property.
- e. In the event of loss, the value of property will be determined as of the time of loss.

9. Employee Dishonesty

- a. We will pay for direct loss of or damage to Your Business Personal Property and your "money" and "securities" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partners, members or "managers") with the manifest intent to:
 - (1) Cause you to sustain loss or damage; and also
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (a) Any "employee"; or
 - (b) Any other person or organization.

b. We will not pay for:

- (1) Loss or damage resulting from any dishonest or criminal act that you or any of your partners, members, officers, "managers", directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose commit, whether acting alone or in collusion with other persons;
 - (2) Loss or damage that is an indirect result of any act covered by this insurance including, but not limited to, loss or damage resulting from:
 - (a) Your inability to realize income that you would have realized had there been no loss of or damage to "money" or "securities";
 - (b) Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this insurance; or
 - (c) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
 - (3) Expenses related to any legal action; or
 - (4) Loss or damage the only proof of which as to its existence or amount is one or both of the following:
 - (a) An inventory computation; or
 - (b) A profit and loss computation.
- c. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$25,000.
- d. All loss or damage:
 - (1) Caused by one or more "employees"; and
 - (2) Involving a single act or series of related acts;is considered one occurrence.
- e. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

f. This additional Coverage does not apply to loss caused by any "employee" after discovery by:

(1) You; or

(2) Any of your partners, officers or directors, or members or "managers" not in collusion with the "employee";

of any dishonest act committed by that "employee" before or after being hired by you.

g. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.

h. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:

(1) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and

(2) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

i. The insurance under Paragraph h. above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:

(1) This Additional Coverage as of its effective date; or

(2) The prior insurance, had it remained in effect.

10. Lock Replacement And Rekeying

We will pay the necessary expenses you incur to replace locks resulting from theft or copying of keys or any other legitimate security concern. The most we will pay under this Additional Coverage during each policy period is \$5,000.

This insurance does not apply to loss caused by:

a. Vandalism; or

b. Wear and tear.

Lock replacement coverage is not subject to a deductible.

11. Money And Securities

a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any "employee" having use and custody of the property, at the described premises, or in transit between any of these places.

b. We will only pay for loss of "money" and "securities" resulting from:

(1) Theft, meaning any act of stealing;

(2) Disappearance; or

(3) Destruction.

c. We will not pay for loss:

(1) Resulting from accounting or arithmetical errors or omissions;

(2) Due to the giving or surrendering of property in any exchange or purchase; or

(3) Of property contained in any money-operated device unless the amount of "money" deposited in it is recorded by a continuous reading instrument in the device.

d. The most we will pay for loss in any one occurrence is \$10,000.

e. All loss:

(1) Caused by one or more persons; and

(2) Involving a single act or series of related acts;

is considered one occurrence.

f. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

g. To the extent that coverage for "money" and "securities" is provided under this Additional Coverage, the Property Not Covered provisions in the Coverage section of the Building And Personal Property Coverage Form do not apply.

The amount payable under this Additional Coverage is additional insurance.

12. Employees' Tools

You may extend the insurance that applies to Your Business Personal Property to apply to tools owned by your employees located on the described premises.

The most we will pay for loss or damage under this Additional Coverage is \$5,000 for any one occurrence at a described premise. However, in no event will we pay more than \$500 for the tools of any one employee. Our payment for loss of or damage to tools owned by employees will only be for the account of the owner of the tools.

The amount payable under this Additional Coverage is additional insurance.

- G. The Newly Acquired Or Constructed Property-Buildings** limit under **Coverage Extensions** in the **Coverage** section is increased to \$1,000,000.
- H. The Newly Acquired Or Constructed Property-Your Business Personal Property** limit under **Coverage Extensions** in the **Coverage** section is increased to \$500,000.
- I. The Newly Acquired Or Constructed Property Period Of Coverage** under **Coverage Extensions** in the **Coverage** section is increased to 120 days.
- J. The Personal Effects And Property Of Others** limit under **Coverage Extensions** in the **Coverage** section is increased to \$25,000.
- K. The Property Off-Premises** limit under **Coverage Extensions** in the **Coverage** section is increased to \$25,000.
- L. Valuable Papers And Records (Other Than Electronic Data)** under **Coverage Extensions** in the **Coverage** section is replaced by the following:
 - 1. You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not covered – Electronic Data.
 - 2. Under this Extension, the most we will pay to replace or restore the lost information is \$25,000 at each described premises. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

M. Outdoor Property under **Coverage Extensions** in the **Coverage** section is replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than “stock” of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

1. Fire;
2. Lightning;
3. Explosion;
4. Windstorm or Hail;
5. Aircraft or Vehicles;
6. Riot or Civil Commotion; or
7. Vandalism

The most we will pay for loss or damage under this Extension is \$15,000, but not more than \$1,000 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

N. The following coverages are added to Coverage Extensions in the Coverage section:

1. Accounts Receivable

a. You may extend the insurance that applies to Your Business Personal Property to accounts receivable. We will pay:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
- (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

b. The most we will pay under this Coverage Extension for loss or damage in any one occurrence at each described premises is \$25,000.

- c. To the extent that coverage for accounts receivable is provided under this Coverage Extension, the provisions of Property Not Covered in the Coverage section of the Building And Personal Property Coverage Form do not apply.

2. Sales Representative Samples

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to samples of your "stock" in trade (and containers) and similar property of others.

We cover samples of your "stock" in trade while the property is:

- a. In the custody of your sales representatives and agents;
- b. In your custody while acting as a sales representative; or
- c. In transit between a described premises and your sales representatives.

The most we will pay in any one occurrence for loss to samples of your "stock" in trade is \$25,000.

- O. The limit applicable to outdoor signs attached to buildings under **Limits Of Insurance** is increased to \$25,000.

- P. The following is added to **Limits Of Insurance**:

- 1. The Limit of Insurance for Business Personal Property will automatically increase by 25% to provide for peak season variations.

This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

- a. The 12 months immediately preceding the date the loss or damage occurs; or
- b. The period of time you have been in business as of the date the loss or damage occurs.

- Q. The limitation relating to the cost to repair or replace damaged building property under **Valuation** in the **Loss Conditions** section is increased to \$10,000.

- R. The following is added to **Loss Conditions** and applies to the **Extra Expense Additional Coverage** only:

1. Loss Determination

- a. The amount of Extra Expense will be determined based on:

- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:

- (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and

- (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance;

- (2) Necessary expenses that reduce the Extra Expense otherwise incurred.

- b. We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

- c. If you do not resume "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 "operations" as quickly as possible.

- S. The following are added to **Additional Conditions** and apply to the **Fine Arts Additional Coverage** only:

- 1. In case of loss to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or
- b. Pay the difference between the value of the pair or set before and after the loss.

- 2. You must arrange for fine arts to be packed and unpacked by competent packers.

II. Changes To The Causes Of Loss – Special Form

- A. The **Exclusions** section does not apply to the coverage for **Employee Dishonesty** in Paragraph F. of Section I of this endorsement, except for the following exclusions:

- 1. Governmental Action
- 2. Nuclear Hazard; and
- 3. War and Military Action.

B. The **Water** exclusion in the **Exclusions** section is replaced by the following with respect to the **Water Back-Up And Sump Overflow Additional Coverage** only:

1. Water

- a. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- b. Mudslide or mudflow;
- c. Water under the ground surface pressing on, or flowing or seeping through:
 - (1) Foundations, walls, floors or paved surfaces;
 - (2) Basements, whether paved or not; or
 - (3) Doors, windows or other openings.But if Water, as described in **1.a.** through **1.c.**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

C. Under the **Exclusions** section, the **Special Exclusions** applicable to Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, or Extra Expense Coverage Form apply to the **Extra Expense Additional Coverage** and the **Business Income From Dependent Properties Additional Coverage** under Paragraph **F.** of Section **I** of this endorsement.

D. The **Exclusions** section does not apply to the Accounts Receivable Coverage Extension in Paragraph **N.** of Section **I** of this endorsement, except for the following exclusions:

- 1. Governmental Action;
- 2. Nuclear Hazard;
- 3. War And Military Action;
- 4. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more;
- 5. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - a. You do your best to maintain heat in the building or structure; or
 - b. You drain the equipment and shut off the supply if the heat is not maintained; and

6. We will not pay for loss or damage caused by or resulting from any of the following, **6.a.** through **6.c.** But if an excluded cause of loss that is listed in **6.a.** through **6.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in any of the following exclusions to produce the loss or damage:
 - (1) Ordinance Or Law;
 - (2) Earth Movement;
 - (3) Governmental Action;
 - (4) Nuclear Hazard;
 - (5) Utility Services;
 - (6) War And Military Action;
 - (7) Water; and
 - (8) "Fungus", Wet Rot, Dry Rot And Bacteria.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
 - (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;of part or all of any property on or off the described premises.

E. The following additional exclusion applies to the **Accounts Receivable Coverage Extension** only:

We will not pay for:

- 1. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.
- 2. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.

- 3. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.
- F. In the paragraph addressing special limits applicable to any one occurrence of theft under **Limitations**, the following is deleted:
 - 1. \$2,500 for patterns, dies, molds and forms.
- G. The **Property In Transit** limit under **Additional Coverage Extensions** is increased to \$25,000.

III. Changes To Business Income (And Extra Expense) Coverage Form And Business Income (Without Extra Expense) Coverage Form

- A. The **Newly Acquired Locations** limit under **Coverage Extension** in the **Coverage** section is increased to \$250,000.

IV. Changes to Building And Personal Property Coverage Form, Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Extra Expense Coverage Form

- A. Throughout the forms modified by this endorsement the words "within 100 feet" are replaced with "within 1,000 feet."

V. Definitions

- A. "Employee", as respects the coverage provided under Paragraph F. of section I of this endorsement for Money And Securities and Employee Dishonesty only, means:

- 1. Any natural person:
 - a. While in your service or for 30 days after termination of service;
 - b. Who you compensate directly by salary, wages or commissions; and
 - c. Who you have the right to direct and control while performing services for you; or
- 2. Any natural person who is furnished temporarily to you:
 - a. To substitute for a permanent "employee" as defined in Paragraph 1. above, who is on leave; or
 - b. To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.

"Employee" does not mean:

- (1) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Any "manager", director or trustee except while performing acts coming within the scope of the usual duties of an "employee".

- B. "Manager", as respects the coverage provided under Paragraph F. of Section I of this endorsement for Employee Dishonesty only, means a person serving in a directorial capacity for a limited liability company.

- C. "Money" means:

- 1. Currency, coins, and bank notes in current use and having a face value; and
- 2. Travelers checks, register checks and money orders held for sale to the public.

- D. "Operations" means your business activities occurring at the described premises.

- E. "Period of Restoration" means the period of time that:

- 1. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
- 2. Ends on the earlier of:
 - a. The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - b. The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) 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".

The expiration date of this policy will not cut short the "period of restoration."

- F. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- 1. Food stamps, lottery tickets, redeemed coupons, tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- 2. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

- G. "Suspension" means the slowdown or cessation of your business activities.

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:
Approved 07-17-2007

Comments:

Attachment:

pctd.pdf

Satisfied -Name: Form Memorandum

Review Status:
Approved 07-17-2007

Comments:

Attachment:

memorandum - form.pdf

Property & Casualty Transmittal Document

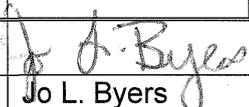
1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only
	a. Date the filing is received:
	b. Analyst:
	c. Disposition:
	d. Date of disposition of the filing:
	e. Effective date of filing:
	New Business
	Renewal Business
	f. State Filing #:
	g. SERFF Filing #:
	h. Subject Codes

3. Group Name	Group NAIC #		
EMC Insurance Companies	062		
4. Company Name(s)	Domicile	NAIC #	FEIN #
Employers Mutual Casualty Company	IA	21415	42-0234980
EMCASCO Insurance Company	IA	21407	42-6070764

5. Company Tracking Number	AR-CP-2007-02
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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
	Jo L. Byers P.O. Box 712 Des Moines, IA 50303	Filings Analyst	800-247-2128 ext. 2707	515-345-2223	Jo.L.Byers@EMCIns.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jo L. Byers

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

9. Type of Insurance (TOI)	Commercial Property
10. Sub-Type of Insurance (Sub-TOI)	Commercial Property
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Commercial Property
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 (give description)
14. Effective Date(s) Requested	New: 10/15/07 Renewal: 10/15/07

Property & Casualty Transmittal Document---

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	7/17/07	
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AR-CP-2007-02
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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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As member companies of Insurance Services Office, the Commercial Property program is filed on our behalf. We are pleased to submit a form revision applicable to policies written on or after October 15, 2007.

We are pleased to introduce an optional coverage, available for EMC Choice Equipment Dealers program business only. Our new endorsement provides a blanket limit of Business Income (and Extra Expense) coverage on an actual loss sustained basis. We developed the rates by using our currently filed rates based on ISO's comparable Business Income endorsement. The overall average of those rates was used to develop a flat premium charge.

The target Equipment Dealers will primarily be engaged in sales, service, repair, and rental or leasing (25% or less) of new and used mobile equipment, along with the sale of parts and supplies. The types of equipment considered for this program include construction equipment, agricultural and farm equipment, lawn and garden, and forklift dealers. Our new program will allow us to target these specific equipment dealers and compete in this market segment. A form memorandum is attached for your review.

Concurrent with this submission we are also submitting, under separate cover, filings for Commercial Inland Marine and Commercial Auto to round out our equipment dealers program.

We are revising a currently filed endorsement to clarify original underwriting intent and to correct an unintentional omission when the form was originally developed.

Finally, we are also withdrawing our Financial Institution forms. This program is no longer used.

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]
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Check #:
Amount: \$50.00

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

*****Refer to 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 #	AR-CP-2007-02			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>				
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	Business Income (And Extra Expense) Actual Loss Sustained - Specified Limit	CP7331 (10-07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Property Extension Endorsement	CP7320 (6-07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CP7320 (6-05)	
03	Financial Institutions Property Coverage Form	CP7125 (5-98)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
04	Quick Reference Financial Institutions Property	CP7125.1 (7-97)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
05	Earth Movement Endorsement	CP7125.3 (7-97)	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORMS FILING MEMORANDUM

New Form:

CP7331(10-07) Business Income (And Extra Expense) Actual Loss Sustained—Specified Limit

The endorsement provides a blanket limit of Business Income (And Extra Expense) coverage on an actual loss sustained basis, subject to the actual amount of loss sustained and expenses incurred during the 365 days immediately following the beginning of the period of restoration or the specified limit, whichever is less.

Revised Form:

CP7320 (6-07) Property Extension Endorsement

Replaces CP7320 (6-05)

This endorsement is being revised to clarify original underwriting intent and to correct an unintentional omission when the form was originally developed.

On page 1, the second (introductory) paragraph is amended to clarify original underwriting intent. When any of the property covered by CP7320 is also covered under any other provisions of the policy to which CP7320 is attached, in the event of loss or damage the policyholder must elect to make a claim under either such other policy provisions or the provisions of the CP7320. A claim cannot be made under both. What we failed to address in the (06-05) version of this endorsement was the potential existence of another policy issued by us. Therefore, we're revising the second (introductory) paragraph to clarify that when any of the property covered by CP7320 is also covered under any other provisions of either the policy to which CP7320 is attached or any other policy issued by us, in the event of loss or damage the policyholder must elect to make a claim under either those other policy provisions or the provisions of the CP7320, but not both.

On page 5, under **9. Employee Dishonesty** we are correcting an error/omission in paragraph **b.(1)**. We are removing the parenthesis from the word *members* and we are adding the words *officers* and *"managers"* following the word *members*.

On page 10, we are deleting paragraph **V.C.** which defined "member". With the deletion of this paragraph, the alpha designation of all successive paragraphs is updated.

Withdrawn Forms

CP7125 (5-98) Financial Institutions Property Coverage Form
CP7125.1 (7-97) Quick Reference Financial Institutions Property
CP7125.3 (7-97) Earth Movement Endorsement

These forms are no longer used.