

Filing at a Glance

Companies: Farmers Insurance Exchange, Mid-Century Insurance Company, Truck Insurance Exchange

Product Name: Retail & Service Expansion - SERFF Tr Num: FARM-125188631 State: Arkansas

Phase II

TOI: 05.0 Commercial Multi-Peril - Liability & SERFF Status: Closed State Tr Num: AR-PC-07-025340
Non-Liability

Sub-TOI: 05.0002 Businessowners

Co Tr Num: J2AR070531RSBD1

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi,
Llyweyia Rawlins

Authors: Tina Campbell, Bernice

Disposition Date: 07-18-2007

Diaz, Cynthia Nelson, Bill Riedley,

Rosemary Samuelson, Mina

Villegas, Edward Petersen

Date Submitted: 07-05-2007

Disposition Status: Approved

Effective Date Requested (New): 09-01-2007

Effective Date (New): 09-01-2007

Effective Date Requested (Renewal):

Effective Date (Renewal):

General Information

Project Name: Retail & Service Expansion - Phase II

Status of Filing in Domicile: Pending

Project Number: O-AR-2007-RS-F

Domicile Status Comments: Filing being made
in California

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 07-18-2007

State Status Changed: 07-05-2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The Farmers Insurance Group of Companies respectfully submits for filing the following endorsements:

E4298, 1st Edition 2-07 Spa Services Professional Liability

E6279, 1st Edition 2-07 Veterinarian Animal Bailee Coverage

E6280, 1st Edition 2-07 Pet Services Animal Bailee Coverage

E6282, 1st Edition 2-07 Art Gallery Coverage

E6283, 1st Edition 2-07 Exclusion Architects, Engineers and Surveyors Professional Liability

E6284, 1st Edition 2-07 Laundry Facilities and Dry Cleaners Additional Coverages

E6285, 1st Edition 2-07 Real Estate and Property Management Operations

E6287, 1st Edition 2-07 Court Reporters Personal Property Coverage

E6281, 1st Edition 5-07 Food Contamination Shutdown Coverage Endorsement

E7148, 2nd Edition 4-07 Customers Property Coverage

The purpose of this filing is to expand the SIC codes that can be written on our Retail and Service Industry Businessowners Program. As such, there is no rate impact resulting from this revision to our program.

The new business effective date is September 1, 2007. Since these new endorsements will apply to new business policies only, no renewals will be affected.

If you have any questions regarding this filing, please contact the following Ted Petersen at (805) 306-6542, fax number (805) 306-6667 or email Ted.Petersen@FarmersInsurance.com.

Your early approval/acknowledgement of this filing is appreciated.

Company and Contact

Filing Contact Information

Rosemary Samuelson, Actuary
3041 Cochran Street
Simi Valley, CA 93065

Rosemary_Marks-Samuelson@farmersinsurance.com
(805) 306-6554 [Phone]
() -[FAX]

Filing Company Information

Farmers Insurance Exchange
4680 Wilshire Blvd.
Los Angeles, CA 90010
(323) 932-3056 ext. [Phone]

CoCode: 21652
Group Code: 212
Group Name:
FEIN Number: 95-2575893

State of Domicile: California
Company Type:
State ID Number:

Mid-Century Insurance Company
4680 Wilshire Blvd.
Los Angeles, CA 90010
(323) 932-3056 ext. [Phone]

CoCode: 21687
Group Code: 212
Group Name:
FEIN Number: 95-6016640

State of Domicile: California
Company Type:
State ID Number:

Truck Insurance Exchange
4680 Wilshire Blvd.
Los Angeles, CA 90010
(323) 932-3056 ext. [Phone]

CoCode: 21709
Group Code: 212
Group Name:
FEIN Number: 95-2575892

State of Domicile: California
Company Type:
State ID Number:

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No

Fee Explanation: \$50.00 is the required filing fee amount for each 3 companies - FIE, MC, TIE- for a total of \$150.00

Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
3010615175	\$50.00	06-04-2007
3040007728	\$50.00	06-04-2007
3020016802	\$50.00	06-04-2007

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07-18-2007	07-18-2007

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	07-09-2007	07-09-2007

Response Letters

Responded By	Created On	Date Submitted
Bernice Diaz	07-18-2007	07-18-2007

Disposition

Disposition Date: 07-18-2007

Effective Date (New): 09-01-2007

Effective Date (Renewal):

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
Form	Spa Services Professional Liability	Approved	Yes
Form	Veterinarian-Animal Bailee Coverage	Approved	Yes
Form	Pet Services-Animal Bailee Coverage	Approved	Yes
Form	Food Contamination Shutdown Coverage Endorsement	Approved	Yes
Form	Art Gallery Coverage	Approved	Yes
Form	Exclusion-Architects, engineers and Surveyors Professional Liability	Approved	Yes
Form	Laundry Facilities and Dry Cleaners Additional Coverages	Approved	Yes
Form	Real Estate and Property Management Operations	Approved	Yes
Form	Court Reporter's Personal Property Coverage	Approved	Yes
Form	Customers Property Coverage	Approved	Yes
Form	FOOD CONTAMINATION SHUTDOWN COVERAGE ENDORSEMENT	Approved	Yes

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07-09-2007
Submitted Date 07-09-2007

Dear Rosemary Samuelson,

After reviewing your form filing, there is one thing that needs to be implemented.

Form: Food Contamination Shutdown - page 2 of 3 Appraisal clause

The appraisal clause(s) found in this filing should be amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89.

The clause(s) must specifically state it is non-binding and voluntary.

Please feel free to contact me if you have questions.

Llyweyia Rawlins
Certified Rate and Form Analyst
Property and Casualty Division
501-371-2809 Fax 501-371-2748
Email: Llyweyia.rawlins@arkansas.gov

Sincerely,
Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07-18-2007
Submitted Date 07-18-2007

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: Dear Llyweyia Rawlins,

The attached form for: FOOD CONTAMINATION SHUTDOWN COVERAGE ENDORSEMENT, S1854, ARKANSAS, 1st Edition, has been amended to comply with Ark. Code Ann. §23- 79-203 and Arkansas Bulletin No. 19-89.

Sorry for any inconvenience this may have caused you. If you have any further questions please call me at (805) 306-6517.

Thank you,
Bernice Diaz

No Supporting Documents have changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score
FOOD CONTAMINATION SHUTDOWN COVERAGE ENDORSEMENT	S1854	1st edition	Endorsement/Amendment/Conditions	New		12

No Rate/Rule Schedule Item Changes

Sincerely,
Bernice Diaz, Bill Riedley, Cynthia Nelson, Edward Petersen, Mina Villegas, Rosemary Samuelson, Tina Campbell

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Spa Services Professional Liability	E4298	1st Ed 2-07	Endorsement/Amendment/Conditions	New	12.00	E4298100 Spa Services.pdf
Approved	Veterinarian-Animal Bailee Coverage	E6279	1st Ed 2-07	Endorsement/Amendment/Conditions	New	12.00	E6279100 Veterinarian Animal Bailee.pdf
Approved	Pet Services-Animal Bailee Coverage	E6280	1st Ed 2-07	Endorsement/Amendment/Conditions	New	12.00	E6280100 Pet Services.pdf
Approved	Food Contamination Shutdown Coverage Endorsement	E6281	1st Ed 5-07	Endorsement/Amendment/Conditions	New	12.00	E6281 Food Contamination shutdown Coverage Endorsement.pdf
Approved	Art Gallery Coverage	E6282	1st Ed 2-07	Endorsement/Amendment/Conditions	New	12.00	E6282100 Art Galleries.pdf
Approved	Exclusion-Architects, engineers and Surveyors Professional Liability	E6283	1st Ed 2-07	Endorsement/Amendment/Conditions	New	12.00	E6283101 Archeticts Engineers Surveyors.pdf
Approved	Laundry Facilities and Dry Cleaners Additional Coverages	E6284	1st Ed 2-07	Endorsement/Amendment/Conditions	New	12.00	E6284101 Dry Cleaners Mysterious Disappear & WIP.pdf
Approved	Real Estate and Property Management Operations	E6285	1st Ed 2-07	Endorsement/Amendment/Conditions	New	12.00	E6285101 Real Estate Property Managers.pdf
Approved	Court Reporter's Personal Property	E6287	1st Ed 2-07	Endorsement/Amendment/Conditions	New	12.00	E6287101 Court Reporters.pdf

	Coverage			ons		f
Approved	Customers Property Coverage	E7148	2nd Ed 4- 07	Endorseme New nt/Amendm ent/Condi ons	12.00	E7148 Customers Property Coverage.pdf
Approved	FOOD CONTAMINATIO N SHUTDOWN COVERAGE ENDORSEMENT	S1854	1st edition	Endorseme New nt/Amendm ent/Condi ons	12.00	S1854.pdf



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E4298
1st Edition

SPA SERVICES PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

The Businessowners **Liability Coverage Form** is amended as follows:

- A. For the insurance provided by this endorsement, all provisions under Paragraph **A.1. Business Liability** will also apply to other injury.
- B. Paragraph **A. Coverages** also applies to "bodily injury", "property damage", "personal injury or advertising injury" arising out of the rendering of or failure to render "Professional Services".
- C. Paragraph **B. Exclusions** is amended as follows:
 1. Paragraph **1.b. Contractual Liability** is replaced by the following:

This insurance does not apply to:

 - b. "Bodily injury", "property damage", "personal injury , advertising injury" or other injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
 2. Paragraphs **Professional Services 1.j.(5) and (6)** are deleted.
 3. The following **Exclusions** are added:

This insurance does not apply to "bodily injury", "property damage", "personal injury", " advertising injury" or other injury arising out of:

 - a. The violation of any statute, or governmental rule or regulation; however, this exclusion does not apply to the failure to perform a predisposition of skin test.
 - b. The removal of hair by electrolysis or laser, unless performed by a state licensed practitioner.
 - c. Hair implanting, hair transplanting and hair weaving or any attempt at these.
 - d. The use of any dye or coloring to eyelashes or eyebrows except mascara or eyebrow pencils, which are specifically manufactured for eye use.
 4. Tattooing, including but not limited to the insertion of pigment into or under the skin.
 5. Any invasive procedure or procedure involving injections, including but not limited to face lifting, the removal of warts, moles or growths or any attempt at these.
 6. Chiropody, podiatry or chiropractics.
 7. Plastic surgery.
 8. The operation of a beauty, barber, cosmetology, manicuring/nail school or any other professional beauty or beauty products school.
 9. Any treatment, advice or instruction other than "Professional Services" at a day spa.
- D. Paragraph **C. Who Is An Insured** is amended as follows:
 1. Paragraph **2.a.** is replaced by the following:
 2. Each of the following is also an insured:
 - a. 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" is an insured for:
 - (1) "Bodily injury" or "personal injury"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), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" 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 of the injury described in Paragraphs **(1)(a)** or **(1)(b)**; or
 - (d) Any independent contractor who is given space, chairs, table, and/or room to perform duties for the "Named Insured" at the insureds premises.
- (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", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- E.** Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:
- 2.** The most we will pay for the sum of all damages because of all:
- a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence";
 - b. "Personal injury and advertising injury" sustained by any one person or organization; and
 - c. Other injury arising out of any one "occurrence";
- is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.
- F.** For the coverage provided by this endorsement, the definition of "occurrence" in Paragraph **F. Liability And Medical Expenses Definitions** is amended as follows:
- 12.** "Occurrence" includes any act or omission arising out of the rendering of or failure to render.
- a. "Professional Services" means the following services;
 - (1)** Haircutting, hair styling, hair dyeing, hair trimming, hair shaving, hair conditioning or hair shampooing;
 - (2)** Body and face massage, aromatherapy, tanning, body waxing, hydrotherapy, and sauna;
 - (3)** Manicures and Pedicures; and
 - (4)** Advice or instruction for the purpose of appearance, personal grooming or therapy in connection with any of the services described in **(a)** or **(b)** above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



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VETERINARIAN - ANIMAL BAILEE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

When Animal Bailee Coverage is shown in the Declaration, the following applies.

This coverage is subject to the provisions applicable to property coverages of this policy except as provided below:

The coverage provided by this endorsement is subject to the provisions applicable to the Businessowners Special Property Coverage Form attached to this policy, except as otherwise provided within this endorsement.

The following provisions (A. through I. inclusive) apply only to the coverage provided by this endorsement.

A. Paragraph **A.1.b. Business Personal Property** is replaced by the following:

b. Business Personal Property

Covered Property as used in this endorsement includes domestic animals owned by your or by others while in your care, custody or control at the "scheduled premises" in the Declarations, and while away from the "scheduled premises", but only to the extent of your legal liability for such animals.

B. The following are added to **A.2. Property Not Covered:**

- g.** Animals held as samples; or
- h.** Contraband or animals in the course of illegal transportation or trade; or
- i.** Animals in the care, custody or control of other bailees; or
- j.** Storage of eggs, fertilized eggs, semen, or any reproductive invitro-fertilization specimens.

C. ADDITIONAL COVERAGES

a. Preservation of Property

If it is necessary to move the animals from the scheduled premises to preserve them from "loss" by a Covered Cause of Loss, we will pay for "loss" while:

- (1)** The animals are moved or while temporarily housed away from the "scheduled premises"; and
- (2)** Only if "loss" occurs within 10 days after the animals are first moved.

b. Accidental Injury to Animals

We will pay the veterinary expense incurred for treatment of physical injury caused by or resulting from a Covered Cause of Loss to any animal while in your care, custody or control. The most we will pay under this Additional Coverage is **\$10,000** as the result of any one occurrence, but not more than **\$1,000** for any one animal.

D. The following is added to **A.6.f. Accounts Receivable:**

- e.** Prepaid boarding expenses that are required to be refunded, because of a "loss", due to death or injury of an animal.

E. The following is added to **B.2.k. Other Types of Losses:**

- (8)** Hidden or latent defect; or
- (9)** Illness, disease, or genetic defect.

F. EXCLUSIONS

1. Section **B.**, **EXCLUSIONS** in the Special Property Coverage Form do not apply to this coverage, except for:
 - a. Paragraph **B.1.c.**, Governmental Action;
 - b. Paragraph **B.1.d.**, Nuclear Hazard; and
 - c. Paragraph **B.1.f.**, War and Military Action.
2. We will not pay for "loss" caused by or resulting from any of the following:
 - a. Theft of animals left in vehicle(s) overnight, or when "scheduled premises" is not open for business.
But we will pay for such "loss" if the vehicle(s) is in a locked building.
 - b. Dishonest acts by you, anyone else with an interest in the animals, or your or their employees or authorized representatives, or anyone entrusted with the animals, whether or not acting alone or in collusion with other persons or occurring during hours of employment.

This exclusion does not apply with respect to "loss" resulting directly from dishonest acts committed by any of your employees if the Employee Dishonesty Coverage would be applicable to this policy.
 - c. Delay, misdelivery or unexplained disappearance when there is no evidence that "loss" was caused by a Covered Cause of Loss.
 - d. Neglect by you to use all reasonable means to save and preserve the animals during and after the "loss."
3. We will not pay for injury or death while the animal is being treated by you, your employee, or anyone you contract to perform such services, unless the death or injury is caused directly by a Covered Cause of Loss.

G. LIMITS OF INSURANCE

1. The most we will pay for "loss" in any one occurrence is the Limit of Insurance shown in the Declarations for the Animal Bailee coverage.

But in no event will we pay more than **\$2,500** for "loss" of any one animal as the result of any one occurrence.
2. The following coverages will not increase the **Limit of Insurance**:
 - a. Additional Coverage - **Accidental Injury To Animals**; and
 - b. Coverage Extension - **Accounts Receivable**.

H. DEDUCTIBLE

This section **D. Deductibles** is replaced by the following:

1. We will not pay for "loss" of any one animal until the amount of "loss" exceeds:
 - a. **\$25** on any one animal; and
 - b. **\$100** on any one occurrence if more than 4 animals are involved.
We will then pay the amount of "loss" in excess of the Deductible up to the applicable Limit of Insurance.
2. We will not pay for accidental injury to any one animal as provided under the Additional Coverage **A.4.b.** until the amount of accidental injury exceeds **\$100**.

We will then pay for the amount of accidental injury as provided under Paragraph **A.4.b.** in excess of the Deductible up to the applicable Limit of Insurance for this Additional Coverage.

I. ADDITIONAL DEFINITIONS

"Loss" means death or destruction of the animal directly resulting from a Covered Cause of Loss.



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PET SERVICES - ANIMAL BAILEE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

When Animal Bailee Coverage is shown in the Declaration, the following applies.

This coverage is subject to the provisions applicable to property coverages of this policy except as provided below:

A. COVERAGE

This section is replaced by the following:

We will pay for direct "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY, as used in this endorsement, means domestic animals owned by others while in your care, custody or control at the "scheduled premises" in the Declarations, and while away from the "scheduled premises", but only to the extent of your legal liability for such animals.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a.** Animals held as samples or for delivery after sale;
- b.** Contraband or animals in the course of illegal transportation or trade; or
- c.** Animals in the care, custody or control of other bailees.

3. COVERED CAUSES OF LOSS

- a.** Fire, lightning, explosion.
- b.** Theft, burglary, hold up.
- c.** Vandalism, meaning willful or malicious acts causing "loss."
- d.** Windstorm or Hail, but not including:
 - (1)** Frost or cold weather;
 - (2)** Ice (other than hail), snow or sleet whether driven by wind or not;
 - (3)** Rain, snow, sand or dust whether driven by wind or not unless building housing the animals first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.
- e.** Smoke.
- f.** Riot or Civil Commotion, including:
 - (1)** Acts of striking employees while occupying your premises; and
 - (2)** Looting occurring at the time and place of a riot or civil commotion.
- g.** Sprinkler Leakage, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.
- h.** Aircraft or spacecraft or any object falling from them.
- i.** Accidental shooting or poisoning by persons other than you or your employees.
- j.** Attack by other animals.
- k.** Accidental escape or electrocution.
- l.** Earthquake.
- m.** Sinkhole collapse, meaning the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

n. Volcanic Action, meaning the eruption of a volcano when "loss" is caused by:

- (1) Airborne volcanic blast or airborne shock waves;
- (2) Ash, dust or particulate matter; or
- (3) Lava flow.

o. Transportation, meaning "loss" caused by:

- (1) Collision, derailment or overturn of a transporting vehicle;
- (2) Stranding or sinking of vessels; and
- (3) Collapse of bridges, culverts, piers, wharves or docks.

This Cause of Loss applies only while the animals are in the course of transit.

4. ADDITIONAL COVERAGES

a. Preservation of Property

If it is necessary to move the animals from the "scheduled premises" to preserve them from "loss" by a Covered Cause of Loss, we will pay for "loss" while:

- (1) The animals are moved or while temporarily housed away from the "scheduled premises"; and
- (2) Only if "loss" occurs within 10 days after the animals are first moved.

b. Accidental Injury to Animals

We will pay the veterinary expense incurred for treatment of physical injury caused by or resulting from a Covered Cause of Loss to any animal while in your care, custody or control. The most we will pay under this Additional Coverage is **\$10,000** as the result of any one occurrence, but not more than **\$1,000** for any one animal.

5. COVERAGE EXTENSION - Accrued Charges

You may extend insurance provided by this endorsement to apply to accrued charges made by you for boarding of animals when such charges from your clients are:

- a. Unpaid and given up as uncollectible; or
- b. Prepaid but required to be refunded, because of "loss" which resulted in payment of claim under this endorsement.

B. EXCLUSIONS

1. Section **B.**, EXCLUSIONS in the Special Property Coverage Form do not apply to this coverage, except for:

- a. Paragraph **B.1.c.**, Governmental Action;
- b. Paragraph **B.1.d.**, Nuclear Hazard; and
- c. Paragraph **B.1.f.**, War and Military Action.

2. We will not pay for "loss" caused by or resulting from any of the following:

- a. Theft of animals left in vehicle(s) overnight, or when "scheduled premises" is not open for business. But we will pay for such "loss" if the vehicle(s) is in a locked building.
- b. Dishonest acts by you, anyone else with an interest in the animals, or your or their employees or authorized representatives, or anyone entrusted with the animals, whether or not acting alone or in collusion with other persons or occurring during hours of employment.

This exclusion does not apply with respect to "loss" resulting directly from dishonest acts committed by any of your employees if the Employee Dishonesty Coverage would be applicable to this policy.

But, we will not pay more than the Limit of Insurance applicable to this Endorsement shown below or in the Declarations.

- c. Delay, misdelivery or unexplained disappearance when there is no evidence that "loss" was caused by the Covered Cause of Loss.
- d. Neglect by you to use all reasonable means to save and preserve the animals during and after the "loss."

3. We will not pay for injury or death while the animal is being treated by you or your employee, unless the death or injury is caused directly by the Covered Cause of Loss.

C. LIMITS OF INSURANCE

1. The most we will pay for "loss" in any one occurrence is the Limit of Insurance shown in the Declarations for the Animal Bailee coverage.

But in no event will we pay more than **\$2,500** for "loss" of any one animal as the result of any one occurrence.

2. The following coverages will not increase the Limit of Insurance:

- a. Additional Coverage - Preservation of Property;
- b. Additional Coverage - Accidental Injury to Animals; and
- c. Coverage Extension - Accrued Charges.

D. DEDUCTIBLE

This section is replaced by the following:

1. We will not pay for "loss" of any one animal until the amount of "loss" exceeds:

- a. **\$25** on any one animal; and
- b. **\$100** on any one occurrence if more than 4 animals are involved.

We will then pay the amount of "loss" in excess of the Deductible up to the applicable Limit of Insurance.

2. We will not pay for accidental injury to any one animal as provided under the Additional Coverage **A.4.b.** until the amount of accidental injury exceeds **\$100**.

We will then pay for the amount of accidental injury as provided under Paragraph **A.4.b.** in excess of the Deductible up to the applicable Limit of Insurance for this Additional Coverage.

E. ADDITIONAL DEFINITIONS

"Loss" means death or destruction of the animal directly resulting from the Covered Cause of Loss.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



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FOOD CONTAMINATION SHUTDOWN COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESOWNERS SPECIAL PROPERTY COVERAGE FORM

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

A. COVERAGE

If the Board of Health or other government body orders your premises closed because of the discovery of, or suspicion of "Food Contamination", coverage is provided as described below at the location(s) described in the Declarations.

1. We will pay for the actual loss of "Business Income" you sustain due to the necessary suspension of your "operations" resulting from a closure order issued by the Board of Health or other government body.

The amount of "Business Income" loss will be determined based on:

- a. The Net Income of the business before the Board Of Health or other government body closure order was issued;
- b. The likely Net Income of the business if no loss occurred;
- c. The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the closure order was issued; and
- d. Reasonable advertising expenses incurred to restore reputation.

The most we will pay for this coverage is \$50,000 per covered loss.

2. We will pay:

- a. Your cost to clean your equipment in accordance with local Board of Health or other government body requirements;
- b. Your cost to replace those consumable goods declared contaminated by the local Board of Health or other government body;
- c. Necessary medical tests and vaccines for affected employees as required by the Board of Health or other government body. This coverage is primary to any other insurance coverage; and
- d. Reimbursement you paid to infected patrons for medical care, hospitalization and necessary blood work.

The most we will pay for this coverage is \$50,000 per covered loss.

B. EXCLUSIONS

We will not pay for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or events that contributes concurrently or in any sequence to the loss.

1. Fines or penalties of any kind;
2. Seizure or destruction of property by order of governmental authority;
3. Nuclear reaction or radiation, or radioactive contamination, however caused;
4. War, including undeclared or civil war;
5. Any increase of loss caused by or resulting from delay in resuming "operations" due to interference by strikers or other persons; and

6. Dishonest or criminal acts by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - a. Acting alone or in collusion with others; or
 - b. Whether or not occurring during the hours of employment.

C. LOSS CONDITIONS

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

In case of an appraisal, we will still retain our right to deny the claim.

2. Duties in the Event of Loss

In the event of a covered loss, you must see that the following are done:

- a. Give us prompt notice of the Board Of Health closure order received by you and "Locations Covered" that may be involved in the loss.
- b. Notify any public authority that may have jurisdiction over the incident.
- c. As soon as possible, provide us a description of how, when and where the "Food Contamination" was first discovered.
- d. Resume all your "operations" as quickly as possible. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the time it would have taken to resume "operations" as quickly as possible.
- e. Provide us with a signed sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.

We will supply you with the necessary forms.

- f. Cooperate with us in the investigation or settlement of the claim.

We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if:

- a. You have complied with all the terms of this policy; and
- b. We have reached an agreement with you on the amount of the loss or an appraisal award has been made.

D. ADDITIONAL CONDITIONS

1. When a loss happens, you must do all things reasonably practical to avoid or diminish the loss.
2. If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them.

E. DEFINITIONS

1. "Business Income" means the:
 - a. Net Income (Net Profit or Loss before income tax) that would have been earned or incurred if no closure order had been issued by the Board of Health or other government body; and
 - b. Continuing normal operating expenses incurred, including payroll.
2. "Food Contamination" means bacteria, toxins or chemical residues contained in food you provide causing an acute gastrointestinal disorder in one or more of your patrons.
3. "Location Covered" means any location scheduled in the Declarations.
4. "Operations" means your business activities occurring any at "Location Covered".

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.



FARMERS®

E6282
1st Edition

ART GALLERY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

This insurance applies only when the property is covered under Businessowners Special Property Coverage Form. Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated above.

SCHEDULE

Premises	<u>Occurrence</u>	Limit of Insurance	<u>Per Item</u>
Loc1			
Loc2			
Loc3			

A. The following is added to Paragraph **A.5. Additional Coverages** under Section **A. - Coverage**:

1. We will pay for direct loss of or damage to "Fine Arts", whether owned by:
 - a. Others, and in your care, custody or control.
 - (1) Located at the "scheduled premises", or
 - (2) Located at your residence, or
 - (3) In transit to or from the "scheduled premises" using licensed and bonded packers and/or transportation,

2. The following is added to Paragraph **2. Property Not Covered with** respect to coverage afforded under this endorsement, except:

Property on exhibition at fairgrounds or any type of exhibition, unless such locations are listed and described in the Declaration or Schedule.

3. Section **B. EXCLUSIONS** do not apply to coverage afforded under this endorsement, except for:

- a. **Governmental Action**
- b. **Nuclear Hazard**; and
- c. **War and Military Action**

4. Additional Exclusions

- a. Delay, loss of use, loss of market, or any other cause of consequential loss.
- b. Wear, Tear, depreciation or obsolescence.
- c. Rust, corrosion, fungus, decay, deterioration, hidden or latent defect, or any quality in property that causes it to damage or destroy itself.
- d. Insects, birds, rodents or other animals;
- e. Dishonest acts by;
 - (1) You or any of your partners;
 - (2) Your directors or trustees;
 - (3) Your authorized representatives or employees; or
 - (4) Anyone, other than a carrier for hire, to whom you entrusted the Covered Property, including their employees, for any purpose.

Whether acting alone or in collusion with others; and whether or not occurring during hours of employment.
- f. Voluntary parting with any product whether or not induced to do so by a fraudulent scheme, trick, device or false pretense.

- g. Unauthorized instructions to transfer property to any person or to any place.
- h. Theft from any unattended vehicle unless at the time of theft its windows, doors, and compartments were closed and locked and there are visible signs of forcible entry.
- i. Processing or work performed upon the property.

5. Limits of Insurance

The most we will pay for loss in any one occurrence under this **Additional Coverage** is **\$50,000** at each described premises, but no more than **\$5,000** per item or the amount shown in the schedule above or on the declaration page, if different. Our payment for loss 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.

B. The following is added to Paragraph E. Property Loss Conditions under Section A. - Coverage:

- 1. In case of loss to any part of a pair or set we will:
 - a. Repair or replace any part to restore the pair or set to its value before the loss; or
 - b. Pay you the full amount of the pair or set, up to \$5,000 per item of the pair or set subject to the limit shown in **A.5. Limits of Insurance** and you agree to surrender the remaining item(s) of the pair or set to us.

C. Additional Conditions

1. Valuations

Paragraph **6.d.(3)(e) - Loss Payment** is deleted and replaced with:

- (e) The value of "Fine Arts" will be the least of the following amounts.
 - (1) The actual cash value of that property at the time of loss.
 - (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.

D. Additional Definitions

The following definition is added to Section **H. Definitions**.

"Fine Arts" meaning paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silverware, manuscripts, porcelains, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.



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**EXCLUSION - ARCHITECTS, ENGINEERS AND
SURVEYORS PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following is added to Section **B. Exclusions:**

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional service including:

1. The preparing, approving, or failing to prepare or approve maps, drawing, opinions, reports, surveys, bids, change orders, designs or specifications; and
2. Supervisory, inspection, engineering or surveying services.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.



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E6284
1st Edition

LAUNDRY FACILITIES AND DRY CLEANERS ADDITIONAL COVERAGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM CUSTOMERS PROPERTY COVERAGE

The provisions of the Businessowners Special Property Coverage Form and the Customer Property Coverage form apply except as otherwise provided in this endorsement.

A. Changes To The Businessowners Special Property Coverage Form

1. The following coverages are added to **Additional Coverages** in the Coverage section:

a. Work in Progress

We will pay for loss or damage to "property of others" caused by the actual work performed upon the "property of others". The most we will pay in any one loss or garment is **\$5,000**, but no more than **\$25,000** per occurrence.

b. Unexplained Disappearance or Inventory Shortage

We will pay for loss to "property of others" due to an unexplained disappearance or shortage found upon taking inventory. The most we will pay in any one loss or garment is **\$5,000**, but no more than **\$25,000** per occurrence.

B. Change to the Customer Property Coverage

1. Paragraphs **B.2.b.** is being deleted and replaced by the following:

b. caused by insects, vermin, wear and tear, gradual deterioration, depreciation, faulty workmanship, unless fire or explosion ensues, and then only for "loss" or damage caused by such ensuing fire or explosion;

C. Deductible

We will not pay for loss resulting directly from an occurrence unless that amount of loss exceeds the Property Deductible Amount shown in the Declaration. We will then pay the amount of loss in excess of that Deductible Amount, up to the Limits of Insurance shown above.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.



FARMERS®

E6285
1st Edition

REAL ESTATE AND PROPERTY MANAGEMENT OPERATIONS

This endorsement modifies insurance provided under the following:

BUSINESOWNERS LIABILITY COVERAGE FORM

With respect to real estate and property management operations, this insurance applies only to "bodily injury", "property damage", "personal injury or advertising injury" arising out of the ownership, operation, maintenance or use of:

1. Such part of any premises you use for general office purposes; and
2. Premises listed with you for sale or rental, if:
 - a. You do not own, operate, manage or rent the premises;
 - b. They are not in your care, custody, or control; or
 - c. You do not act as agent for the collection of rents or in any supervisory capacity.
3. With respect to your liability arising out of your management of property for which you are acting as real estate manager this insurance is excess over any other valid and collectible insurance available to you.
4. The following is added to Section **B. EXCLUSIONS**:

This policy does not apply to "bodily injury", "property damage", "personal injury or advertising injury" arising out of any coverage for:

- a. Construction, Contracting and/or Development Operations;
- b. Subcontracting Operations;
- c. Model and/or Mobile Homes;
- d. Vacant Land;
- e. Vacant Raw Land;
- f. Misrepresentations, errors or omissions by you or any real estate agent or brokers who are either employed by you or performing work on your behalf.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.



FARMERS®

E6287
1st Edition

**COURT REPORTER'S PERSONAL PROPERTY
COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESOWNERS SPECIAL PROPERTY COVERAGE FORM

A. Paragraph A.6.b. - Personal Property Off Premises is deleted and replaced with the following:

b. Personal Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to Covered Business Property, "other than money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or temporarily residing at a premises you do not own, lease or operate.

The most we will pay for loss or damage to property under this extension is **\$5,000**, other than for loss or damage to the property and equipment listed below, for which we will pay:

- (1)** up to **\$25,000**; or
- (2)** the limit shown in the declaration page, whichever is less.

Steno Machines;
Electronic Stenographic Writer;
Laptop Computers;
Computer Aided Transcription (CAT) Software and Media;
Videography Equipment

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.



FARMERS®

E7148
2nd Edition

CUSTOMERS PROPERTY COVERAGE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G - DEFINITIONS**.

\$ _____ Limits Of Insurance Per Occurrence

\$ \$1000 Deductible Per Occurrence

A. COVERAGES

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property, as used in this Coverage Form, means your customer's property you accept for servicing. Coverage applies to such property in your possession while at the premises described in the Declarations.

2. Covered Causes of Loss

We cover all external risks of direct physical "loss" unless the loss is excluded in Section **B., EXCLUSIONS**.

3. Coverage Extensions

In addition to the Limits of Insurance shown above, you may extend the insurance provided by this Coverage Form as provided as follows.

a. Customer's Property At Newly Acquired Locations

- (1) You may extend the insurance provided in this Coverage Form to apply to your customer's property at any newly acquired location. The most we will pay for loss or damage under this Coverage Extension is 25% of the Limits of Insurance shown above.
- (2) Insurance under this Coverage Extension for each newly acquired location will end when one of the following first occurs:
 - (a) This policy expires or is terminated;
 - (b) The 30th day after you report the new location to us.

b. Customer's Property While In Transit

- (1) You may extend the insurance provided in this Coverage Form to apply to your customer's property for which you are responsible while in transit between the premises described in the Declarations and the customer's premises.
- (2) The most we will pay for loss or damage under this Coverage Extension is 10% of the Limits of Insurance shown above .

c. Customer's Property At Locations Not Shown Or Described on The Declarations

- (1) You may extend the insurance provided in this Coverage Form to apply to your customer's property which has been delivered at your request to a location not shown in the Declarations.
- (2) The most we will pay for loss or damage under this Coverage Extension is 10% of the Limits of Insurance shown above.

B. EXCLUSIONS

1. We will not pay for any "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.
- (2) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne shockwaves
- (b) Ash, dust, or particulate matter; or
- (c) Lava Flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

b. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for "loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

c. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

d. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for a "loss":

- a. caused by steam, wet or dampness, spotting, souring, discoloring, mold or mildew, rust, frost and rot unless resulting from a direct "loss" by a Covered Cause of Loss;
- b. caused by insects, vermin, wear and tear, gradual deterioration, depreciation, faulty workmanship, processing or while actually being worked upon, unless fire or explosion ensues, and then only for "loss" or damage caused by such ensuing fire or explosion;
- c. to property held in storage or for which a storage charge is made;
- d. due to theft of goods left on delivery vehicles unless parked in a locked building and there are visible signs of forcible entry into the building.
- e. due to misdelivery, mysterious disappearance, or unexplained "loss;"
- f. due to dishonesty of your employees or any person to whom property is entrusted.
- g. due to delay, loss of market. Loss of use or reduction in value.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" exceeds the Deductible shown above. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limits of insurance.

E. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limits of Insurance shown above.

F. CONDITIONS APPLICABLE TO THIS COVERAGE FORM

1. LOSS SETTLEMENT

We reserve the right to adjust a claim with the owners of the property. Payment to such owners of the amount due from us for property shall be in full satisfaction of any claim of you and the customer. If legal proceedings are taken to enforce a claim against you, we reserve the right without expense to you to conduct and control the defense in your name and on your behalf.

2. PAYMENT OF LOSS.

Failure of you or at our option, your customer to render a sworn statement of loss to us within 90 days of the date of "loss" (unless such time is extended in writing by us) shall render such claim null and void.

3. AGREEMENTS PROHIBITED.

You have not and will not enter into any special agreement releasing or limiting the liability of any other bailee or carrier, unless such agreement is specifically reported to us and the policy is so endorsed.

4. RECORDS

You agree to maintain and keep an accurate record of customers' goods and the date such goods were received and charged for.

G. DEFINITIONS

"Loss" means accidental loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

s1854
ARKANSAS
1st Edition

FOOD CONTAMINATION SHUTDOWN COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

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

A. COVERAGE

If the Board of Health or other government body orders your premises closed because of the discovery of, or suspicion of "Food Contamination", coverage is provided as described below at the location(s) described in the Declarations.

1. We will pay for the actual loss of "Business Income" you sustain due to the necessary suspension of your "operations" resulting from a closure order issued by the Board of Health or other government body.

The amount of "Business Income" loss will be determined based on:

- a. The Net Income of the business before the Board Of Health or other government body closure order was issued;
- b. The likely Net Income of the business if no loss occurred;
- c. The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the closure order was issued; and
- d. Reasonable advertising expenses incurred to restore reputation.

The most we will pay for this coverage is **\$50,000** per covered loss.

2. We will pay:
 - a. Your cost to clean your equipment in accordance with local Board of Health or other government body requirements;
 - b. Your cost to replace those consumable goods declared contaminated by the local Board of Health or other government body;
 - c. Necessary medical tests and vaccines for affected employees as required by the Board of Health or other government body. This coverage is primary to any other insurance coverage; and
 - d. Reimbursement you paid to infected patrons for medical care, hospitalization and necessary blood work.

The most we will pay for this coverage is **\$50,000** per covered loss.

B. EXCLUSIONS

We will not pay for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or events that contributes concurrently or in any sequence to the loss.

1. Fines or penalties of any kind;
2. Seizure or destruction of property by order of governmental authority;
3. Nuclear reaction or radiation, or radioactive contamination, however caused;
4. War, including undeclared or civil war;
5. Any increase of loss caused by or resulting from delay in resuming "operations" due to interference by strikers or other persons; and
6. Dishonest or criminal acts by you, any of your partners, employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - a. Acting alone or in collusion with others; or
 - b. Whether or not occurring during the hours of employment.

C. LOSS CONDITIONS

1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, both parties may agree to an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. In this event, each party will select a competent and impartial appraiser. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of loss. If they fail to agree, they will submit their differences to the umpire. Any outcome of the appraisal process will not be binding on either party. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will retain our right to deny the claim.

2. Duties in the Event of Loss

In the event of a covered loss, you must see that the following are done:

- a. Give us prompt notice of the Board Of Health closure order received by you and "Locations Covered" that may be involved in the loss.
- b. Notify any public authority that may have jurisdiction over the incident.
- c. As soon as possible, provide us a description of how, when and where the "Food Contamination" was first discovered.
- d. Resume all your "operations" as quickly as possible. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the time it would have taken to resume "operations" as quickly as possible.
- e. Provide us with a signed sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.

We will supply you with the necessary forms.

- f. Cooperate with us in the investigation or settlement of the claim.

We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Payment

We will pay for covered loss within **30** days after we receive the sworn proof of loss, if:

- a.** You have complied with all the terms of this policy; and
- b.** We have reached an agreement with you on the amount of the loss or an appraisal award has been made.

E. DEFINITIONS

- 1.** "Business Income" means the:
 - a.** Net Income (Net Profit or Loss before income tax) that would have been earned or incurred if no closure order had been issued by the Board of Health or other government body; and
 - b.** Continuing normal operating expenses incurred, including payroll.
- 2.** "Food Contamination" means bacteria, toxins or chemical residues contained in food you provide causing an acute gastrointestinal disorder in one or more of your patrons.
- 3.** "Location Covered" means any location scheduled in the Declarations.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document- Property & Casualty	Review Status: Approved	07-18-2007
Comments:			
Attachment:			
AL-PCTD1Form.pdf			

Property & Casualty Transmittal Document (Revised 1/1/07)

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 #		
	Farmers Insurance Group	0212		
4.	Company Name(s)	Domicile	NAIC #	FEIN #
	Truck Insurance Exchange	CA	21709	95-2575892
	Farmers Insurance Exchange	CA	21652	95-2575893
	Mid-Century Insurance Company	CA	21687	95-6016640

5.	Company Tracking Number	J2AR070531RSBD1
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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
	Charlene Hall 3041 Cochran Street – 5th Flr. Simi Valley, CA 93065	Commercial Contract Manager	805-306-6648	805-306-6646	Charlene Hall @farmersinsurance.com
7.	Signature of authorized filer		<i>Charlene Hall</i>		
8.	Please print name of authorized filer		Charlene Hall		

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

9.	Type of Insurance (TOI)	Commercial Multi-Peril
10.	Sub-Type of Insurance (Sub-TOI)	Businessowners
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Retail Service Industry
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: September 1, 2007 Renewal:
15.	Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	July 5, 2007
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	J2AR070531RSBD1
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The Farmers Insurance Group of Companies respectfully submits for filing the following endorsements:

- E4298, 1st Edition 2-07 Spa Services Professional Liability
- E6279, 1st Edition 2-07 Veterinarian – Animal Bailee Coverage
- E6280, 1st Edition 2-07 Pet Services – Animal Bailee Coverage
- E6282, 1st Edition 2-07 Art Gallery Coverage
- E6283, 1st Edition 2-07 Exclusion – Architects, Engineers and Surveyors Professional Liability
- E6284, 1st Edition 2-07 Laundry Facilities and Dry Cleaners Additional Coverages
- E6285, 1st Edition 2-07 Real Estate and Property Management Operations
- E6287, 1st Edition 2-07 Court Reporter's Personal Property Coverage
- E6281, 1st Edition 5-07 Food Contamination Shutdown Coverage Endorsement
- E7148, 2nd Edition 4-07 Customers Property Coverage

The purpose of this filing is to expand the SIC codes that can be written on our Retail and Service Industry Businessowners Program. As such, there is no rate impact resulting from this revision to our program.

The new business effective date is September 1, 2007. Since these new endorsements will apply to new business policies only, no renewals will be affected.

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:

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.)**

PC TD-1 pg 2 of 2

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 #	J2AR070531RSBD1			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Spa Services Professional Liability	E4298 1 st edition 2-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Veterinarian – Animal Bailee Coverage	E6279 1 st edition 2-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Pet Services – Animal Bailee Coverage	E6280 1 st edition 2-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Food Contamination Shutdown Coverage Endorsment	E6281 1 st edition 5/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Art Gallery Coverage	E6282 1 st edition 2-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Exclusion – Architects, Engineers and Surveyors Professional Liability	E6283 1 st edition 2-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Laundry Facilities and Dry Cleaners Additional Coverages	E6284 1 st edition 2-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Real Estate and Property Management Operations	E6285 1 st edition 2-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Court Reporter's Personal Property Coverage	E6287 1 st edition 2-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Customers Property Coverage	E7148 2 nd edition 4-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1