

SERFF Tracking Number: EVST-125412332 State: Arkansas
 Filing Company: Everest National Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AR-CP-20022543
 TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
 Product Name: Commercial Property
 Project Name/Number: RISK MANAGED AGRIBUSINESS, DISTRIBUTORS, FORESTY, MOVING AND STORAGE AND WASTE SYSTEMS PROGRAM /CW-CP-20019420

Filing at a Glance

Company: Everest National Insurance Company

Product Name: Commercial Property	SERFF Tr Num: EVST-125412332	State: Arkansas
TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: AR-CP-20022543	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Author: Vanessa King	Disposition Date: 01/09/2008
	Date Submitted: 01/04/2008	Disposition Status: Approved
Effective Date Requested (New): 02/01/2008		Effective Date (New): 02/01/2008
Effective Date Requested (Renewal): 02/01/2008		Effective Date (Renewal): 02/01/2008

State Filing Description:

General Information

Project Name: RISK MANAGED AGRIBUSINESS, DISTRIBUTORS, FORESTY, MOVING AND STORAGE AND WASTE SYSTEMS PROGRAM Status of Filing in Domicile: Pending

Project Number: CW-CP-20019420

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/09/2008

State Status Changed: 01/09/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are introducing a number of new proprietary endorsements for use in conjunction with its Risk Managed Agribusiness, Distributors, Forest Products, Moving And Storage And Waste Systems Program.

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These endorsements are designed to provide greater underwriting and coverage flexibility in response to individual risk characteristics.

Company and Contact

Filing Contact Information

Vanessa King, Associate Manager, Filing and Regulation vanessa.king@everestre.com
 P.O. Box 830 (908) 604-3267 [Phone]
 Liberty Corner, NJ 07938-0830 (908) 604-3546[FAX]

Filing Company Information

Everest National Insurance Company CoCode: 10120 State of Domicile: Delaware
 477 Martinsville Road Group Code: 1120 Company Type:
 P.O. Box 830
 Liberty Corner, NJ 07938-0830 Group Name: Everest Re Group, State ID Number:
 Ltd.
 (908) 604-3000 ext. [Phone] FEIN Number: 22-2660372

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Everest National Insurance Company	\$50.00	01/04/2008	17342130

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/09/2008	01/09/2008

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Disposition

Disposition Date: 01/09/2008

Effective Date (New): 02/01/2008

Effective Date (Renewal): 02/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Waiver of Commodities Deductible	Approved	Yes
Form	Hepatitis "A" Coverage	Approved	Yes
Form	Videtaping And Recording Equipment Exclusion	Approved	Yes
Form	Windstorm or Hail Deductible	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Waiver of Commodities Deductible	ECP 03 504	07 07 07	Endorsement/Amendment/Conditions	New	0.00	ECP 03 504 07 07.pdf
Approved	Hepatitis "A" Coverage	ECP 04 532	07 07 07	Endorsement/Amendment/Conditions	New	0.00	ECP 04 532 07 07.pdf
Approved	Videtaping And Recording Equipment Exclusion	ECP 10 520	07 07 07	Endorsement/Amendment/Conditions	New	0.00	ECP 10 520 07 07.pdf
Approved	Windstorm or Hail Deductible	EIL 00 543	07 07 07	Endorsement/Amendment/Conditions	New	0.00	EIL 00 543 07 07.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF COMMODITIES DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

The following is added to the **Deductible** section:

- A.** Whenever the Commodity Credit Corporation, United States Department of Agriculture or various state regulatory bodies require full coverage on commodities held for the account of others under a written storage agreement, we agree that, irrespective of the terms of the Deductible provision applicable to such commodities, we will pay the amount of loss to such commodities in full.
- B.** You agree to reimburse us for all or any part of the Deductible applicable to such commodities, as shown in this policy or any binder of insurance under this policy, which we are required to pay as a first dollar claim as set forth in Paragraph **A**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HEPATITIS “A” COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

SCHEDULE	
	Limit Of Insurance
Business Income And Extra Expense	\$
Inoculations	\$
Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.	

The following is added to the **Additional Coverages** section:

Hepatitis “A”

A. Business Income And Extra Expense

1. We will pay for the actual loss of Business Income you sustain due to the necessary “suspension” of your "operations". The “suspension” must be caused directly by an official announcement by "public health authorities" of an episode of Hepatitis "A" at the premises described in the Declarations.

However, we will pay no more than the actual loss of Business Income that occurs beginning on the date your “operations” are suspended and ending:

- a. On the date your “operations” are fully restored; or
- b. 90 calendar days after the date of the announcement by “public health authorities” of an episode of Hepatitis “A” at the premises described in the Declarations;

whichever is less.

2. Extra Expense means necessary expenses you incur that you would not have incurred if there had been no announcement by “public health authorities” of an episode of Hepatitis “A” at the premises described in the Declarations.

We will pay Extra Expense 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”.

However, we will pay no more than the Extra Expense that occurs beginning on the date your “operations” are suspended and ending:

- a. On the date your “operations” are fully restored; or
- b. 90 calendar days after the date of the announcement by “public health authorities” of an episode of Hepatitis “A” at the premises described in the Declarations;

whichever is less.

3. The most we will pay for all covered losses and expenses in any one “occurrence”, and in each separate 12 month period of this policy, is the applicable Limit of Insurance shown in the Schedule.

B. Inoculations

1. We will pay the necessary expenses you incur to administer inoculations to your customers as a result of “viral activity”.
2. The most we will pay for all covered expenses in any one “occurrence”, and in each separate 12 month period of this policy, is the applicable Limit of Insurance shown in the Schedule.

C. Definitions

The following definitions apply to this Additional Coverage:

1. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
2. "Operations" means your business activities at the described premises that are open to your customers.
3. "Public Health Authorities" means the governmental authorities having jurisdiction over your "operations" relative to health and hygiene standards necessary for the protection of your customers.
4. "Operations" means your business activities at the described premises that are open to your customers.
5. "Viral Activity" means that period of time prior to the announcement by "public health authorities" of an episode of Hepatitis "A" during which your customers were or may have been exposed to the Hepatitis "A" virus.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIDEOTAPING AND RECORDING EQUIPMENT EXCLUSION

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Under the **Coverage** section, the following is added to
Property Not Covered:

Videotaping or recording equipment, videotapes and
any other video-related accessories while rented to
others.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WINDSTORM OR HAIL DEDUCTIBLE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
STANDARD PROPERTY POLICY
WAREHOUSE LEGAL LIABILITY COVERAGE FORM

SCHEDULE*			
Premises No.	Bldg. No.	Windstorm or Hail Deductible Percentage (enter 1%, 2% or 5%)	Fixed Dollar Deductible

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

The Windstorm or Hail Deductible, as shown in the Schedule, applies to loss or damage to Covered Property and Customers' Goods caused directly or indirectly by Windstorm or Hail, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. If loss or damage from a covered weather condition other than Windstorm or Hail occurs, and that loss or damage would not have occurred but for the Windstorm or Hail, such loss or damage shall be considered to be caused by Windstorm or Hail and therefore part of the Windstorm or Hail occurrence.

With respect to Covered Property or Customers' Goods at a location identified in the Schedule, no other deductible applies to Windstorm or Hail.

The Windstorm or Hail Deductible applies whenever there is an occurrence of Windstorm or Hail.

As used in this endorsement, the terms "specific insurance" and "blanket insurance" have the following meanings: Specific insurance covers each item of insurance (for example, each building or personal property in a building) under a separate Limit of Insurance. Blanket insurance covers two or more items of insurance (for example, a building and personal property in that building, or two buildings) under a single Limit of Insurance. Items of insurance and corresponding Limit(s) of Insurance are shown in the Declarations.

WINDSTORM OR HAIL DEDUCTIBLE CLAUSES

A. All Policies

1. The Deductible shown in the Schedule is calculated separately for, and applies separately to:
 - a. Each building, if two or more buildings sustain loss or damage;
 - b. The building, personal property and/or customers' goods in that building, if each sustain loss or damage;
 - c. Personal property at each building, if personal property at two or more buildings sustains loss or damage;
 - d. Personal property in the open;
 - e. Customers' goods at each building, if customers' goods at two or more buildings sustain loss or damage.
2. Under the Building And Personal Property Coverage Form, we will not pay for loss or damage until the amount of loss or damage exceeds the applicable Deductible. We will then pay the amount of loss or damage in excess of that Deductible, up to the applicable Limit of Insurance, after any reduction required by any of the following: Coinsurance Condition, Agreed Value Optional Coverage or Additional Condition – Need for Adequate Insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

3. Under the Warehouse Legal Liability Coverage Form, we have no duty to indemnify any liability claim until that portion of the claim settlement or judgment equal to the Deductible has been paid by you.
4. When property is covered under the Coverage Extension for Newly Acquired or Constructed Property: In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to a percentage of the value(s) of the property at time of loss. The applicable percentage for Newly Acquired or Constructed Property is the highest percentage shown in the Schedule for any described premises.

B. Calculation of the Percentage Deductible – Specific Insurance

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the Limit(s) of Insurance applicable to the property that has sustained loss or damage.

C. Calculation of the Percentage Deductible – Blanket Insurance

In determining the amount, if any, that we will pay for loss or damage, we will deduct an amount equal to 1%, 2% or 5% (as shown in the Schedule) of the value(s) of the property that has sustained loss or damage. The value(s) to be used are those shown in the most recent Statement of Values on file with us.

EXAMPLES – APPLICATION OF THE PERCENTAGE DEDUCTIBLE:

Example #1 – Specific Insurance

The amount of loss to the damaged building is \$60,000.

The value of the damaged building at time of loss is \$100,000. The Coinsurance percentage shown in the Declarations is 80%; the minimum Limit of Insurance needed to meet the coinsurance requirement is \$80,000 (80% of \$100,000).

The **actual** Limit of Insurance on the damaged building is \$70,000.

The Deductible is 1%.

Step (1) : $\$70,000 \div \$80,000 = .875$

Step (2) : $\$60,000 \times .875 = \$52,500$

Step (3) : $\$70,000 \times 1\% = \700

Step (4) : $\$52,500 - \$700 = \$51,800$

The most we will pay is \$51,800. The remainder of the loss, \$8,200, is not covered due to the Coinsurance penalty for inadequate insurance (steps (1) and (2)) and the application of the Deductible (steps (3) and (4)).

Example #2 – Blanket Insurance

The sum of the values of Building #1 (\$500,000), Building #2 (\$500,000) and Building #3 (\$1,000,000), as shown in the most recent Statement of Values on file with us, is \$2,000,000.

The Coinsurance percentage shown in the Declarations is 90%; the minimum Blanket Limit of Insurance needed to meet the coinsurance requirement is \$1,800,000 (90% of \$2,000,000).

The **actual** Blanket Limit of Insurance covering Buildings #1, #2, and #3, shown in the Declarations, is \$1,800,000 (therefore no Coinsurance penalty).

Buildings #1 and #2 have sustained damage; the amounts of loss to these buildings are \$40,000 (Building #1) and \$20,000 (Building #2).

The Deductible is 2%.

Building #1

Step (1) : $\$500,000 \times 2\% = \$10,000$

Step (2) : $\$40,000 - \$10,000 = \$30,000$

Building #2

Step (1) : $\$500,000 \times 2\% = \$10,000$

Step (2) : $\$20,000 - \$10,000 = \$10,000$

The most we will pay is \$40,000. That portion of the total loss not covered due to application of the Deductible is \$20,000.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document- Property & Casualty **Review Status:** Approved 01/09/2008

Comments:

Attachments:

Transmittal.pdf
Form Filing Schedule.pdf

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # AR-CP-20022543

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

We are introducing the charge for a new proprietary endorsement for use in conjunction with its Risk Managed Agribusiness, Distributors, Forest Products, Moving And Storage And Waste Systems Program.

We request an effective date of February 1, 2008 or the earliest permissible date consistent with your requirements.

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:
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.)**

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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-2002543			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	AR-CP-20022544			
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	Waiver Of Commodities Deductible	ECP 03 504 07 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Hepatitis "A" Coverage	ECP 04 532 07 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Videotaping And Recording Equipment Exclusion	ECP 10 520 07 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Windstorm Or Hail Deductible	EIL 00 543 07 07	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input 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		