

SERFF Tracking Number: FFDC-125396357 State: Arkansas
First Filing Company: American Automobile Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: NARAB0507
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
Liability
Product Name: American Business Coverage Restaurant Supplemental Plus Extension Endorsement
Project Name/Number: American Business Coverage Restaurant Supplemental Plus Extension Endorsement/NWAB0507

Filing at a Glance

Companies: American Automobile Insurance Company, Associated Indemnity Corporation, Fireman's Fund Insurance Company, National Surety Corporation, The American Insurance Company

Product Name: American Business Coverage SERFF Tr Num: FFDC-125396357 State: Arkansas

Restaurant Supplemental Plus Extension
Endorsement

TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50

Non-Liability

Sub-TOI: 05.0000 CMP Sub-TOI Combinations Co Tr Num: NARAB0507 State Status: Fees verified and received

Filing Type: Form

Co Status: Pending

Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding

Authors: Michelle Davanzo, Gina
Bondanza

Disposition Date: 01/03/2008

Date Submitted: 12/21/2007

Disposition Status: Approved

Effective Date Requested (New): 01/15/2008

Effective Date (New): 01/15/2008

Effective Date Requested (Renewal): 01/15/2008

Effective Date (Renewal):
01/15/2008

State Filing Description:

General Information

Project Name: American Business Coverage Restaurant Supplemental Plus Extension Endorsement Status of Filing in Domicile: Pending

Project Number: NWAB0507

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/03/2008

State Status Changed: 01/03/2008

Deemer Date:

Corresponding Filing Tracking Number:

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Filing Description:

Dear Sir/Madam:

For your consideration and review, we are enclosing the filing information for the new American Business Coverage (ABC) Restaurant Supplemental Plus Extension Endorsement AB 9349. The proposed effective date for this new coverage form is January 15, 2008.

This new coverage form is a proprietary endorsement that enhances the insurance protection for restaurant operations. This new extension endorsement provides 22 coverage extensions and enhancements to the AB9000 12 93 Property/Liability policy; this is an optional coverage form that will be available to all ABC eligible customers. The rate structure reflects a flat premium charge for our ABC risks and is not subject to deviation or schedule modifications.

Enclosed in support of this filing are the following items:

1. American Business Coverage Explanatory Memorandum
2. American Business Coverage Restaurant Supplemental Plus Extension Endorsement
3. Revised ABC Manual pages 2-9 and 5-9
4. Actuarial Memorandum
5. (State checklists/forms)

Your approval of this filing with a proposed effective date of January 15, 2008 is appreciated.

Company and Contact

Filing Contact Information

Michelle Davanzo, Regulatory Services Senior Analyst mdavanzo@ffic.com

777 San Marin Drive (415) 899-2660 [Phone]
Novato, CA 94998 (866) 290-0671[FAX]

Filing Company Information

American Automobile Insurance Company CoCode: 21849 State of Domicile: Missouri

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777 San Marin Drive Novato, CA 94998 (415) 899-2817 ext. [Phone]	Group Code: 761 Group Name: FEIN Number: 22-1608585 -----	Company Type: State ID Number:
Associated Indemnity Corporation 777 San Marin Drive Novato, CA 94998 (415) 899-2817 ext. [Phone]	CoCode: 21865 Group Code: 761 Group Name: FEIN Number: 22-1708002 -----	State of Domicile: California Company Type: State ID Number:
Fireman's Fund Insurance Company 777 San Marin Drive Novato, CA 94998 (415) 899-3290 ext. [Phone]	CoCode: 21873 Group Code: 761 Group Name: FEIN Number: 94-1610280 -----	State of Domicile: California Company Type: State ID Number:
National Surety Corporation 777 San Marin Drive Novato, CA 94998 (415) 899-2817 ext. [Phone]	CoCode: 21881 Group Code: 761 Group Name: FEIN Number: 36-2704643 -----	State of Domicile: Illinois Company Type: State ID Number:
The American Insurance Company 777 San Marin Drive Novato, CA 94998 (415) 899-2817 ext. [Phone]	CoCode: 21857 Group Code: 761 Group Name: FEIN Number: 22-0731810 -----	State of Domicile: Nebraska Company Type: State ID Number:

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/03/2008	01/03/2008

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Disposition Date: 01/03/2008
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Effective Date (Renewal): 01/15/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	NAIC Forms Schedule	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Form	American Business Coverage Restaurant Supplemental Plus Extension Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	American Business Coverage Restaurant Supplemental Plus Extension Endorsement	AB 9349	09 07	Endorsement/New Amendment/Conditions		0.00	AB 9349 Restaurant Plus extension 09 07 ca-4 WRMblack.pdf

**American Business Coverage Restaurant Supplemental Plus Extension Endorsement –
AB 9349 09 07**

This Endorsement Modifies Insurance Provided Under The Following:

American Business Coverage

Schedule

Coverage Description	Limit Of Insurance	Additional Limits
Broadened Premises Coverage	Included	
Communicable Disease Extra Expense	\$ 25,000	
Costs	\$ 25,000	
Time Element	\$ 25,000	
Cost of Inventory, Appraisal or Adjustment Expense	\$ 25,000	
Employee Dishonesty	\$ 25,000	
Expediting Expense	\$ 25,000	
Extended Medical Payments	Included	
Extended Period of Indemnity	24 months	
Fine Arts	\$ 25,000	
Fire Department Service Charge	\$ 25,000	
Foundations	Included	
Income Support Properties	\$ 100,000	
Key Employee Replacement Expense	\$ 25,000	
Newly Acquired Property	\$ 1,000,000	
Off Premises Services	\$ 50,000	
Off Premises Special Event Cancellation	\$ 20,000	
Realty Tax- Increased Assessment	\$ 25,000	
Sign And Glass Coverage		
(Where Insured Doesn't Own The Building)	\$ 25,000	
Temporary Properties	\$ 25,000	
Tips Included as Business Income	Included	
Water Damage	\$ 10,000	
Wine Collection at Menu Selling Price	\$ 50,000	

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

I. Additional Limits of Insurance:

Additional Limits of Insurance may be purchased for each of the coverages listed above. If purchased, these Additional Limits of Insurance will be designated in the **Schedule of Coverages**

The following is added to Property – Liability Policy AB 90 00 12 93 Section I Property Coverages, A. 5. Additional Coverages:

- v. Fine Arts

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy.



Secretary



President

We will pay for loss or damage to your fine arts and fine arts owned by others but in your care, custody or control at covered locations. We cover such property against direct physical loss or damage from a cause of loss we cover applying to your business personal property at the location.

Fine arts means property that is rare or of artistic or historic value.

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Fine Arts.

If there is other insurance covering the same loss or damage provided by this Additional Coverage, whether covered by this policy or any other policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. But we will not pay more than the applicable Limit of Insurance.

w. Foundations

If the Declarations show you have Building Coverage, we will pay for loss to:

- (1) foundations of covered buildings, structures, machinery and boilers, and
- (2) foundations of equipment and machinery, whether above or below ground.

Item A.2., Property Not Covered, part i. is deleted.

The Policy Deductible applies to this extension of coverage.

x. Employee Dishonesty Coverage

- (1) We will pay for direct physical loss of covered property resulting from dishonest or fraudulent acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) while they work for you and for 30 days after they leave your employment.

The property covered is:

- (a) Money;
 - (a) Securities;
 - (b) Other property that is tangible and has an intrinsic value which you own, hold, or for which you are legally liable.
- (2) An employee is a natural person who is subject to your direction and control. Independent contractors or agents or representatives of the same general character are not employees.

If you are a non-profit organization, employee does include any non-compensated natural person, other than a fund solicitor, while performing services for you that are usual to the duties of an employee.

- (1) The dishonest or fraudulent act(s) must be committed within the Coverage period and with the manifest intent to:
 - (a) Cause you to sustain loss or damage; and also
 - (b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotional awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 1. Any employee; or

2. Any other person or organization.
- (2) We will pay only for covered loss discovered within 90 days after the end of the Coverage period or cancellation date of this insurance.
- (3) We will not pay for loss, or any part of any loss:
 - (a) The proof of which is dependent upon either:
 - i. An inventory computation; or
 - ii. A profit and loss computation.
 - (b) Resulting from any act of an employee after the time that you, or any of your partners or officers have discovered or have knowledge of any dishonest act or that employee committed by that employee before or after being hired by you.
 - (c) Which is an indirect result of any dishonest or fraudulent act including loss:
 - ii. Which relates to your inability to earn income; or
 - iii. Which is a penalty, or interest payment; or
 - iv. Which is an expense related to any legal action
- (4) If you have made a timely discovery and timely claim on more than one policy we or any affiliate has issued to you or any affiliate of yours, the most we will pay is the largest limit payable on any one policy.

An occurrence, means all loss caused by any employee or in which that person is involved, whether all loss involved one or more acts of dishonesty even when more than one employee is involved.

All loss caused by an unidentifiable employee(s) is one occurrence unless there is proof that no one employee could have been involved in all of the loss. Involved means to have had an effect on.

- (5) If you (or any predecessor in interest) sustained loss during the period of any prior insurance that you could have recovered under that insurance except the time within which to discover loss had expired; we will as part of, not in addition to the Limit of Insurance of this Coverage, pay for it under this Coverage, provided:
 - (a) This Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (b) The loss would have been covered by this Coverage had it been in effect when the acts were committed; and
 - (c) An amount being paid as part of the Limit of Insurance is limited to the lesser of the amount recoverable under:
 - i. This Coverage as of its effective date; or
 - ii. The prior insurance had it remained in effect.
- (6) ERISA PLANS as a named insured under Employee Dishonesty Coverage have the following provisions without increasing the Limit of Insurance for Employee Dishonesty Coverage have the following provisions without increasing the Limit of Insurance for Employee Dishonesty Coverage. These provisions are in compliance with certain provisions of the Retirement Income Security Act (ERISA).
 - (a) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for the Employee Dishonesty Cover Form that is sufficient to provide an amount of insurance for each Plan that is at least equal to that required if each Plan were separately insured.

- (b) If the insured first named in the Declarations is an entity other than a Plan, any payment we make to that Insured for loss sustained by any Plan will be held by the Insured for the use and benefit of the Plan(s) sustaining the loss.
 - (c) If two or more plans are insured under this insurance, any payment we make for the loss:
 - i. Sustained by two or more Plans; or
 - ii. Of commingled funds or other property of two or more Plans that arises out of the occurrence, is to be shared by each Plan sustaining loss in the proportion that the amount of insurance required for each such Plan under ERISA provisions bears to the total of those amounts.
 - (d) The deductible provisions of the Employee Dishonesty Coverage Form does not apply to loss sustained by any Plan subject to ERISA which his insured under this Insurance.
- (7) Recoveries, less the cost of obtaining them, made prior to settlement of loss under this Employee Dishonesty coverage, are to be credited to the loss.
- (8) Your duties in the event of a loss include:
- (a) After you discover a loss or a situation that may result in a loss under this Coverage, you must:
 - i. Notify us as soon as possible with an outline of the facts as known to you.
 - ii. Do nothing after loss to impair your rights of recovery against any person or organization.
 - iii. Give us a detailed, sworn proof of loss within 90 days of our request, or 120 days after you discover a loss if we have not made a written request for a proof of loss.
 - iv. Produce for our examination all pertinent records.
 - v. Cooperate with us in the investigation of your claim; and
 - vi. Submit to examination under oath at our request and give us a signed statement of your answers.
 - (b) You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must do everything necessary to secure those rights for us.
- (9) We will pay up to \$1,000 to cover the costs you incur to investigate in order to prepare your proof of loss. This coverage does not increase your coverage limit and it is payable only if you have a covered claim.
- (10) You may not bring any legal action against us involving loss under this endorsement:
- (a) Unless there has been full compliance with all of the terms of this insurance; and
 - (b) Unless the action is brought within two years after the date on which you discover the loss.

This insurance provides no rights or benefits to any other person or organization.

- (11) Distribution of recovery:
- (a) Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
 - vii. To you, until you are reimbursed for that loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;

viii. Then to us, until we are reimbursed for the settlement made;

ix. Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

(12) If more than one insured is named in the Declarations, the first named insured will act for itself and for every other insured for the purposes of this insurance.

Property – Liability Policy AB 90 00 12 93 Section I Property Coverages, A. 5. Additional Coverages is amended as follows:

d. Fire Department Service Charge

The most we will pay any one person under this Additional Coverage is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Fire Department Service Charge.

g. Business Income

The following sentence:

But we will not pay for any loss of Business Income beyond 12 consecutive months, after the date of direct physical loss or damage is deleted in its entirety and replaced by the following:

But we will not pay for any loss of Business Income beyond 24 consecutive months, after the date of direct physical loss or damage.

j. Income Support Properties

The most we will pay for this coverage is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Income Support Properties.

(13) Restaurant Wine Collection at Menu Selling Price: We will pay for loss or damage to your **restaurant wine collection** at the locations shown in the Schedule caused by or resulting from a cause of loss we cover applying to your business personal property. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Schedule.

In the event of loss or damage, we will determine the value of your **restaurant wine collection** at your selling price less discounts and expenses you otherwise would have had.

Restaurant wine collection at Menu Selling Price is defined as stock held for sale in your restaurant consisting of wine, champagne, sparkling wine, wine, brandy or other bottled alcoholic beverages that are not readily replaceable with like kind and quality through normal distribution sources common in the industry.

Your selling price will be determined utilizing your pre-loss inventory records and mark-up procedures, or your pre-loss menu price for each item, whichever is less.

The deductible that applies to business personal property of the policy also applies to this coverage.

B. Property- Liability Policy AB 9000 12 93 Section A.6 Coverage Extensions, is amended as follows:

1. a. Newly Acquired Buildings

d. Business Personal Property at Newly Acquired Premises

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Schedule that applies to this Endorsement Part for Newly Acquired Property whether the loss occurs to Buildings or Business Personal Property or both.

2. o. Cost of Inventory, Appraisal or Adjustment Expense

Our limit of liability for this coverage is the limit of insurance shown in the schedule that applies to this endorsement for Cost of Inventory, Appraisal or Adjustment Expense.

- p. Cost of Expediting

Our limit of liability for this coverage is the limit of insurance shown in the schedule that applies to this endorsement for Expediting Expense.

- C. Property- Liability Policy AB 9000 12 93 Section A. 6, Coverage Extensions is amended to include the following additional coverages:

- k. Contaminated Food

- (1) If a Board of Health orders your premises closed; or
- (2) either you or any government body makes an announcement warning the public of a health hazard because of either the discovery or the suspicion that contaminated food has been served to your patrons at a location described in the Declarations:
- (3) We will pay:
 - (a) your cost to clean your equipment per local Board of Health requirements;
 - (b) your cost to replace consumable goods declared contaminated by the local Board of Health;
 - (c) the cost of necessary medical tests and vaccines for infected employees.
 - (d) your actual expenses to reimburse patrons for reasonable doctor's care, medical tests and hospitalization, made necessary by their actual or suspected consumption of contaminated food at a covered location.
 - (e) the actual loss of Business Income at the affected location(s) described in the Declarations.
 - (f) paid leave for all employees until the site has been cleared by the local Board of Health for reopening and
 - (g) extra advertising cost to restore your reputation.

Our limit of liability for this coverage is the limit of insurance shown in the schedule that applies to this endorsement for Contaminated Food.

- l. Temporary Properties

We will pay for direct physical loss or damage to personal property, such as bleachers, pavilions, platforms or awnings, which you erect for temporary use during the course of your business operations. However, we will only pay for such loss or damage if it results from a Covered Cause of Loss, and the property damaged is at a covered location.

Our limit of liability for this coverage is the limit of insurance shown in the schedule that applies to this endorsement for Temporary Properties.

This Coverage Extension does not apply to loss or damage caused directly or indirectly by flood or earth movement.

m. Sign and Glass Coverage

If you occupy a location that you do not own, we cover the signs and glass that you use in **your business** at a covered location. Sign and glass coverage includes:

- (1) Lettering and ornamentation;
- (2) Signs or glass that are on the exterior of the insured premises; and
- (3) Signs or glass that are on the exterior of the insured premises, but which is interior to an enclosed structure.

We will cover such signs and glass for direct physical loss or damage from any covered cause of loss applying to your Business Personal Property.

We will not pay for loss of or damage to any sign or glass at any location at which you are required by lease or other contract to insure the Business Real Property, except where such lease or other contract specifically requires you to insure the exterior signs at the location.

The most we will pay for loss or damage in any one occurrence under this Additional Coverage, regardless of the number of signs or panes of glass lost or damaged, is the Limit of Insurance shown in the Schedule that applies to Sign and Glass Coverage.

This Additional Coverage shall apply only as excess insurance over any insurance provided by or for the building owner, whether or not any proceeds under any such policy are collectible.

n. Broadened Premises Coverage

The within 100 feet of the described premises limit stated in Paragraph A.1.b. **Business Personal Property** is deleted and replaced by within 1000 feet of the described premises.

o. Off Premises Services

A. Coverage

We will pay for loss of Business Income at the location(s) described in the schedule in the Declarations of this policy caused by the interruption of service to a covered location. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property not on the premises described in the Declarations of this policy.

- (1) Water supply services, meaning the following property supplying water to a covered location:
 - a. Pumping stations and
 - b. Water mains.
- (2) Communication supply services, meaning the following property supplying telephone, radio, microwave or television services to a covered location:
 - a. Communication transmission lines;
 - b. Coaxial cables; and
 - c. Microwave radio relays, except satellites.

Communication supply services do not include overhead transmission lines or telephone, fax or similar systems owned by franchisers, referral systems or other services upon whom you depend for reservations.

- (3) Power supply services, meaning the following types of property supplying electricity, steam or gas to a covered location:
- a. Utility generating plants;
 - b. Switching stations;
 - c. Substations;
 - d. Transformers; and
 - e. Transmission lines.

Power supply services do not include overhead transmission lines.

B. Deductible and Limit of Insurance

We will only pay for loss you sustain after the first twenty four (24) hours following the loss of service by direct physical loss or damage to the off-premises services described above.

The most we will pay for this coverage is the limit of insurance shown in the schedule that applies to this endorsement for Off Premises Services.

p. Off Premises Special Event Cancellation

We will pay the actual loss of Business Income or rental value you sustain if a **special event**, not at a covered location, is canceled due to direct physical damage to property anywhere in the coverage territory, but only if the property damage is caused by a Covered Cause of Loss.

The amount we pay will be reduced by any income you receive from the use, in whole or in part, of any space reserved for a special event that has been canceled.

The most we will pay for any one loss under this coverage is the Limit of Insurance shown in the Schedule above for this Off Premises **Special Event** Cancellation coverage.

Section I.A.5.g.(1)(b) of the Business Income Exclusions does not apply to Off Premises Special Event Cancellation coverage.

For the purpose of this coverage, property damaged does not include property belonging to any supplier of water services, communication services or power services.

Special event means any convention, conference, banquet, seminar, wedding, party or other public or private event, gathering or group meeting for which you have reserved space, and/or contracted for food, equipment or other supporting material or services away from your premises, but within the coverage territory of the policy to which this endorsement is attached.

D. The following is added to Property – Liability Policy AB 9000 12 93 Section I Property Coverages, A.5.g.

- (3) Tip income of your employees:
- (a) As reported to you by your employees and
 - (b) Reported by you to the Internal Revenue Service in accordance with Internal Revenue Service Regulations.

E. Water Damage: Property-Liability Policy AB 9000 12 93 Section I Property Coverages Part B Exclusions, f. (5) water is amended by deleting the following:

- a. Water that backs up from a sewer or drain; or
- b. Water under the ground surface pressing on, flowing or seeping through:
 1. Foundations, walls, floor or paved surfaces;
 2. Basements, whether paved or not; or
 3. Doors, windows or other openings.

F. The following is added to Property – Liability Policy AB 90 00 12 93 Section I Property Coverages, A. 5. h. Communicable Disease Extra Expense:

a. We will pay for the actual expense you incur due to a **communicable disease event** occurring at your premises. The extra expense must be a result of a **communicable disease event** that has taken place a covered location.

b. We will not pay r any loss under this Additional Coverage which is caused directly or indirectly by any the following:

- (1) . Fines or penalties of any kind;
- (2) . Any increase of loss or extra expense caused by or resulting from the suspension, lapse or cancellation of any license, lease or contract;
- (3) . The cost of replacing actual or suspected contaminated property from the insured location, or any other location;
- (4) . Any loss otherwise excluded by an applicable exclusion to this policy.

c. **Communicable Disease** means any disease caused by a biological agent is transmitted directly or indirectly from one individual to another.

d. **Communicable Disease event** means that an official Public Health Authority has ordered that your premises be evacuated and disinfected due to the outbreak of a **communicable disease** at the covered location.

e. For purposes of the Additional Coverage, Extra Expense is limited to:

- (i). The actual expense you incur to evacuate the covered premises due to a **communicable disease event**;
and
- (ii). The actual expense you incur to disinfect the covered premises of the **communicable disease**;
and
- (iii). The actual expense you incur to test the covered premises to confirm disinfection of the **communicable disease**.

f. This Additional Coverage does not create any Business Income coverage under any coverage for which provides coverage for Business Income.

g. All other provisions of this policy apply to this Additional Coverage.

h. The most we will pay under this Additional Coverage in any once occurrence is the Limit of Insurance shown in the Schedule that applies to this Endorsement for **Communicable Disease Extra Expense**.

G. Realty Tax Coverage- Increased Assessment

A. If a **Covered Cause of Loss** results in direct physical loss or damage to Covered Property at a location described in the Declarations, we will reimburse you for the increased realty tax liability directly attributed to the repair, rebuilding, or reconstruction of the damaged property as covered by this policy.

B. We will pay for such increased realty tax liability if it is assessed within 2 years of a covered loss. However, we will only pay the first such increased assessment following any realty tax assessment increase that is insured under this coverage;

C. The most we will pay for loss or damage under this Additional Coverage is the Limit of Insurance shown in the Schedule that applies to this Endorsement for **Realty Tax Coverage- Increased Assessment**.

H. Extended Medical Payments: Property-Liability Policy AB 9000 12 93 Section II Liability Coverages Coverage

D- Medical

Payments 2.a. is

1. deleted and replaced in its entirety by the following:

a. We will pay medical expenses as described below **for bodily injury** caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent;

(3) Because of your operations; provided that:

i The accident takes place in the coverage territory and during the policy period;

ii. The expenses are incurred and reported to us within three years of the date of the accident; and

iii The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

2. Property-Liability Policy AB 9000 12 93 Section II Liability Coverages Section H. Exclusions - Medical Payments,
Exclusion 2.f. is deleted.

I. Other Insurance

Unless otherwise stated, if there is other insurance covering the same loss or damage under this policy or any other policy, we will pay only for the amount of covered loss or damage in excess of the amount due from the other insurance, whether collectible or not. But we will not pay more than our applicable Limit of Insurance.

SERFF Tracking Number: FFDC-125396357 *State:* Arkansas
First Filing Company: American Automobile Insurance Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: NARAB0507
TOI: 05.0 Commercial Multi-Peril - Liability & Non- *Sub-TOI:* 05.0000 CMP Sub-TOI Combinations
Liability
Product Name: American Business Coverage Restaurant Supplemental Plus Extension Endorsement
Project Name/Number: American Business Coverage Restaurant Supplemental Plus Extension Endorsement/NWAB0507

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: FFDC-125396357 State: Arkansas
First Filing Company: American Automobile Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: NARAB0507
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations
Liability
Product Name: American Business Coverage Restaurant Supplemental Plus Extension Endorsement
Project Name/Number: American Business Coverage Restaurant Supplemental Plus Extension Endorsement/NWAB0507

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 01/03/2008

Comments:

Attachment:

NAIC Transmittal Form.pdf

Satisfied -Name: NAIC Forms Schedule **Review Status:** Approved 01/03/2008

Comments:

Attachment:

Form Filing Schedule.pdf

Satisfied -Name: Explanatory Memo **Review Status:** Approved 01/03/2008

Comments:

Attachment:

Explanatory Memorandum.pdf

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

1. Reserved for Insurance Dept. Use Only

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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 #
Fireman's Fund Insurance Companies	0761

4. Company Name(s)	Domicile	NAIC #	FEIN #
Fireman's Fund Insurance Company	California	21873	94-1610280
The American Insurance Company	Nebraska	21857	22-0731810
National Surety Corporation	Illinois	21881	36-2704643
Associated Indemnity Corporation	California	21865	22-1708002
American Automobile Insurance Company	Missouri	21849	22-1608585

5. Company Tracking Number	NARAB0507
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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
	Michelle A. Davanzo 777 San Marin Drive Novato, California 94998	Regulatory Analyst	(415)899-2660	(866)290-0671	mdavanzo@ffic.com
7.	Signature of authorized filer		<i>Michelle A. Davanzo</i>		
8.	Please print name of authorized filer		Michelle A. Davanzo		

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

9.	Type of Insurance (TOI)	5.0 Liability and Non Liability			
10.	Sub-Type of Insurance (Sub-TOI)	5.0000 CMP – Sub – TOI Combinations			
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12.	Company Program Title (Marketing title)				
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other			
14.	Effective Date(s) Requested	New: 1-15-08	Renewal:	1-15-08	
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16.	Reference Organization (if applicable)				
17.	Reference Organization # & Title				
18.	Company's Date of Filing	12-20-07			
19.	Status of filing in domicile	<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 #	NARAB0507				
21.	Filing Description For your consideration and review, we are enclosing the filing information for the new American Business Coverage (ABC) Restaurant Supplemental Plus Extension Endorsement AB 9349. This new coverage form is a proprietary endorsement that enhances the insurance protection for restaurant operations. This new extension endorsement provides 22 coverage extensions and enhancements to the AB9000 12 93 Property/Liability policy; this is an optional coverage form that will be available to all ABC eligible customers. The rate structure reflects a flat premium charge for our ABC risks and is not subject to deviation or schedule modifications. Enclosed in support of this filing are the following items: <ol style="list-style-type: none">1. American Business Coverage Explanatory Memorandum2. American Business Coverage Restaurant Supplemental Plus Extension Endorsement3. (State checklists/forms)					
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]					
<table border="1" style="width: 100%;"><tr><td style="width: 15%;">Check #:</td><td><input type="text"/></td></tr><tr><td>Amount:</td><td>\$ <input type="text"/></td></tr></table> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>			Check #:	<input type="text"/>	Amount:	\$ <input type="text"/>
Check #:	<input type="text"/>					
Amount:	\$ <input type="text"/>					
***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 #	NARAB0507			
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	American Business Coverage Restaurant Supplemental Plus Extension Endorsement	AB 9349 09 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<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		

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

**Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

**American Business Coverage Restaurant Supplemental Plus Extension Endorsement
AB 9349 0907**

American Business Coverage Filing Memorandum

For your consideration and review we are enclosing the filing information for the new American Business Coverage (ABC) Restaurant Supplemental Plus Extension Endorsement AB 9349. The proposed effective date for this new coverage form is January 15, 2008.

This new coverage form is a proprietary endorsement that enhances the insurance protection for restaurant operations. This new extension endorsement provides 22 coverage extensions and enhancements to the AB9000 12 93 Property/Liability policy; this is an optional coverage form that will be available to all ABC eligible customers. The rate structure reflects a flat premium charge for our ABC risks and is not subject to deviation or schedule modifications.

Enclosed in support of this filing are the following items:

1. American Business Coverage Explanatory Memorandum
2. American Business Coverage Restaurant Supplemental Plus Extension Endorsement
3. Revised ABC Manual pages 2-9 and 5-9
4. Actuarial Memorandum
5. (State checklists/forms)