

SERFF Tracking Number: TRVD-125382984 State: Arkansas
First Filing Company: The Charter Oak Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2007-12-0030
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Commercial Multi Peril Master Pac Program Form Filing
Project Name/Number: Master Pac - A & E/2007-12-0030

Filing at a Glance

Companies: The Charter Oak Fire Insurance Company, The Phoenix Insurance Company, The Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company Of Connecticut, Travelers Casualty Insurance Company of America, Travelers Property Casualty Company of America

Product Name: Commercial Multi Peril Master SERFF Tr Num: TRVD-125382984 State: Arkansas
Pac Program Form Filing

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

Sub-TOI: 05.0002 Businessowners Co Tr Num: 2007-12-0030 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Authors: Margaret Salsbury, Tia Slivinsky Disposition Date: 01/04/2008

Date Submitted: 12/26/2007 Disposition Status: Approved

Effective Date Requested (New): 06/01/2008 Effective Date (New): 06/01/2008

Effective Date Requested (Renewal): 06/01/2008 Effective Date (Renewal): 06/01/2008

State Filing Description:

General Information

Project Name: Master Pac - A & E

Project Number: 2007-12-0030

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 01/04/2008

State Status Changed: 01/04/2008

Corresponding Filing Tracking Number: N/A

Filing Description:

Status of Filing in Domicile: Authorized

Domicile Status Comments: Authorized in CT

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

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In compliance with the insurance laws and regulations in your state, our companies respectfully submit two replacement optional Architects, Engineers and Surveyors forms, MP P0 01 09 07 and CM T9 22 09 07 to be used with our Master Pac program.

For a detailed explanation of our forms revisions please refer to the enclosed forms transmittal supplement.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Company and Contact

Filing Contact Information

Elvira Pishkina, Filing Analyst epishkin@travelers.com
 One Tower Square - 8MN (860) 277-1907 [Phone]
 Hartford, CT 06183 (860) 954-0580[FAX]

Filing Company Information

The Charter Oak Fire Insurance Company	CoCode: 25615	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 06-0291290	

The Phoenix Insurance Company	CoCode: 25623	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 06-0303275	

The Travelers Indemnity Company	CoCode: 25658	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-6470 ext. [Phone]	FEIN Number: 06-0566050	

The Travelers Indemnity Company of America	CoCode: 25666	State of Domicile: Connecticut
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One Tower Square
Hartford, CT 01683
(860) 277-6470 ext. [Phone]

Group Code: 3548
Group Name:
FEIN Number: 58-6020487

Company Type:
State ID Number:

The Travelers Indemnity Company Of
Connecticut

CoCode: 25682

State of Domicile: Connecticut

One Tower Square
Hartford, CT 06183
(860) 277-6470 ext. [Phone]

Group Code: 3548
Group Name:
FEIN Number: 06-0336212

Company Type:
State ID Number:

Travelers Casualty Insurance Company of
America

CoCode: 19046

State of Domicile: Connecticut

One Tower Square
Hartford, CT 06183
(860) 277-6470 ext. [Phone]

Group Code: 3548
Group Name:
FEIN Number: 06-0876835

Company Type:
State ID Number:

Travelers Property Casualty Company of
America

CoCode: 25674

State of Domicile: Connecticut

One Tower Square
Hartford, CT 06183
(860) 277-6470 ext. [Phone]

Group Code: 3548
Group Name:
FEIN Number: 36-2719165

Company Type:
State ID Number:

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Charter Oak Fire Insurance Company	\$0.00	12/26/2007	
The Phoenix Insurance Company	\$0.00	12/26/2007	
The Travelers Indemnity Company	\$50.00	12/26/2007	17240539
The Travelers Indemnity Company of America	\$0.00	12/26/2007	
The Travelers Indemnity Company Of Connecticut	\$0.00	12/26/2007	
Travelers Casualty Insurance Company of America	\$0.00	12/26/2007	
Travelers Property Casualty Company of America	\$0.00	12/26/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/04/2008	01/04/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Companies	Note To Reviewer	Elvira Pishkina	12/26/2007	12/26/2007

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Disposition

Disposition Date: 01/04/2008
Effective Date (New): 06/01/2008
Effective Date (Renewal): 06/01/2008
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
Form	Architects, Engineers and Surveyors Endorsement	Approved	Yes
Form	Architects, Engineers and Surveyors Equipment Endorsement	Approved	Yes

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Note To Reviewer

Created By:

Elvira Pishkina on 12/26/2007 02:55 PM

Subject:

Companies

Comments:

We inadvertently included Travelers Casualty Insurance Company of America under Companies and contacts Tab. Please be so kind to disregard it. Sorry for any inconvenience.

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Architects, Engineers and Surveyors Endorsement	MP P0 01 09 07	09-2007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 MP P0 01 08 06 Previous Filing #: 2006-10-0048		TRANSMITTAL - MP P0 01 09 07.pdf FORM - MP 01 01 09 07.pdf
Approved	Architects, Engineers and Surveyors Equipment Endorsement	CM T9 22 09 07	09-2007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CM T9 22 09 06 Previous Filing #: 2006-10-0048		TRANSMITTAL - CM T9 22 09 07.pdf FORM - CM T9 22 09 07.pdf

DEPARTMENT OF INSURANCE
PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT
SHEET FOR MULTIPLE FORM FILING

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORMS</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Architects, Engineers and Surveyors Endorsement	MP P0 01 09 07	MP P0 01 08 06	E/MP/O	<p>[B] This updated form is designed to expand the coverages provided by the Businessowners Property Coverage Special Form MP T1 02 02 05.</p> <p>Paragraph A.1 replaces the description of Property Not Covered</p> <p>Paragraph A.13.f. Adds a limitation to the Business Personal Property Off Premises Coverage Extension and redefines what this extension applies to.</p> <p>Paragraph A.13.m excludes property that is otherwise covered under Business Personal Property Off Premises Coverage Extension.</p> <p>Paragraph A.13.n. increases the limit of insurance for Interruption of Computer Operations from \$250,000 to \$500,000, and adds a coverage limit for off premises.</p> <p>Paragraph A.13.q. amends the Valuable Papers and Records Coverage Extension to include coverage away from the described premises</p> <p>Paragraph A.13.r. and A.13.s. increases the limit of insurance for Valuable Papers and Records</p>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM

- A.** The BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM is changed as follows:
1. The following replaces Section **A.2.p** and **q**. Property Not Covered.
 - p.** "Electronic Data Processing Equipment" (not including "stock") except as provided in the Electronic Data Processing Coverage Extension or Business Personal Property Off Premises Coverage Extension;
 - q.** "Electronic Data Processing Data and Media" (not including "stock") except as provided in the:
 - (1) Electronic Data Processing Coverage Extension;
 - (2) Accounts Receivable Coverage Extension; or
 - (3) Business Personal Property Off Premises Coverage Extension.
 2. With respect to Business Income and Extra Expense, the time frame referenced in Paragraph **A.3.c.(2)(b)** is increased from sixty consecutive days to ninety consecutive days.
 3. Paragraph **A.5.a (1)** under **Limitations** is deleted.
 4. The limit applicable to the **Additional Coverage – Claim Data Expense** is increased from \$5,000 to \$10,000.
 5. The limit applicable to the **Additional Coverage – Fine Arts** is increased by \$75,000.
 6. With respect to the **Additional Coverage – Fine Arts**, Paragraph **A.6.f.(3)(d)**, Paragraph **A.6.f.(3)(e)**, Paragraph **A.6.f.(3)(i)** and Paragraph **A.6.f.(3)(k)** are deleted.
 7. The limit applicable to the **Additional Coverage – Newly Acquired or Constructed Property for Buildings** is increased from \$500,000 to \$1,000,000.
 8. The limit applicable to the **Additional Coverage – Newly Acquired or Constructed Property for Business Personal Property** is increased from \$250,000 to \$500,000.
 9. The limit applicable to the **Additional Coverage – Ordinance or Law** is increased by \$225,000.
 10. With respect to the **Additional Coverage – Ordinance or Law**, coverage is extended to include tenant's improvements and betterments as described in Paragraph **A.1.b.(3)** if:
 - a.** You are a tenant; and
 - b.** A Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises.
 11. The limit applicable to the **Additional Coverage – Outdoor Trees, Shrubs, Plants and Lawns** is increased from \$3,000 to \$5,000.
 12. The following **Additional Coverages** are added:
 - a. Contract Penalty Clause**
 - (1) We will pay contract penalties you incur as a result of your failure to deliver your products or services within the time required by such contract, if the failure is solely due to direct physical loss of or damage to property at the described premises caused by or resulting from a Covered Cause of Loss.
 - (2) The most we will pay under this Additional Coverage is \$5,000 for the sum of all covered contract penalties arising out of all Covered Causes of Loss occurring during each separate 12 month period of this policy beginning with the effective date of this endorsement.

b. Identity Fraud Expense

- (1) We will pay for Expenses incurred by an Insured Person as a direct result of any one Identity Fraud first discovered or learned of by such Insured Person during the policy period.

Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against an Insured Person, is considered to be one Identity Fraud, even if a series of acts continues into a subsequent policy period.

- (2) With respect to this Additional Coverage:

(a) Expenses means:

- (i) Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;

- (ii) Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors;

(iii) Lost income resulting from:

- a) Time taken off work to complete fraud affidavits; or
b) Meeting with or talking to law enforcement agencies, credit agencies or legal counsel;

up to a total payment of \$5,000, subject to a maximum of \$200 per day;

- (iv) Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

(v) Reasonable attorney fees to:

- a) Defend lawsuits brought against an Insured Person by merchants, finan-

cial institutions or their collection agencies;

- b) Remove any criminal or civil judgments wrongly entered against an Insured Person; or

- c) Challenge the accuracy or completeness of any information in a consumer credit report;

(vi) Charges for long distance telephone calls to:

- a) Merchants;
b) Law enforcement agencies;

- c) Financial institutions or similar credit grantors; or

- d) Credit agencies; or

(vii) Reasonable fees for professional financial advice or professional credit advice.

(b) Identity Fraud means:

The act of knowingly transferring or using, without lawful authority, a means of identification of an Insured Person with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law; and

(c) Insured Person means:

- (i) For sole proprietorships;

The individual who is the sole proprietor of the Named Insured shown in the Declarations;

- (ii) For partnerships;

Any individual that is a partner of the Named Insured shown in the Declarations;

- (iii) For corporations or any other type of organization;

The Chief Executive Officer, and any individual who has an ownership interest of at least 20% of the Named Insured shown in the Declarations; or

(iv) For religious institutions;

The individual who is the senior pastoral "employee" of the Named Insured shown in the Declarations.

(3) The following additional exclusions apply to this Additional Coverage:

We will not pay for:

(a) Expenses incurred due to any fraudulent, dishonest or criminal act by:

- (i)** An Insured Person;
- (ii)** Any person aiding or abetting an Insured Person; or
- (iii)** Any authorized representative of an Insured Person;

whether acting alone or in collusion with others;

(b) Expenses incurred that are not related to the identity of an individual; or

(c) Loss other than Expenses. Account balances which arise out of fraudulent or unauthorized charges would be one example of loss other than Expenses.

(4) This Additional Coverage does not apply to Expenses otherwise covered under the Unauthorized Business Card Use Additional Coverage.

(5) Regardless of the amount of the Businessowners Property Coverage Deductible shown in the Declarations, the most we will deduct from any claim for Expenses under this Additional Coverage for any one Identity Fraud is \$250.

(6) The most we will pay under this Additional Coverage is \$15,000 for the sum of all covered Expenses arising out of all Identity Fraud against an Insured Person discovered during each separate 12 month period of this policy beginning with the effective date of this endorsement.

(7) In order for coverage to be provided under this Additional Coverage, you must:

Send to us, within 60 days after our request, receipts, bills or other records that support your claim for Expenses under Identity Fraud coverage.

c. Unauthorized Business Card Use

We will pay for your loss of "money" or charges and costs you incur that result directly from the unauthorized use of credit, debit or charge cards issued in your business name, including:

- (1)** Fund transfer cards;
- (2)** Charge plates; or
- (3)** Telephone cards.

The most we will pay under this Additional Coverage in any one occurrence is \$5,000.

d. Utility Services – Direct Damage

(1) We will pay for loss of or damage to Covered Property caused by the interruption of services to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property not on the described premises:

- (a)** "Water Supply Services";
- (b)** "Communication Supply Services"; or
- (c)** "Power Supply Services".

(2) With respect to this Additional Coverage, Paragraphs **G.3.b.** and **G.22.b.** are deleted.

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

(4) Payments under this Additional Coverage are subject to and not in addition to the applicable Limit of Insurance.

13. The following **Coverage Extensions** are changed as follows:

- a.** With respect to the **Coverage Extension-Accounts Receivable**, Paragraph **A.7.a.(3)(d)** and Paragraph **A.7.a.(3)(h)** are deleted.

BUSINESSOWNERS

- b. The limits applicable to the **Coverage Extension – Accounts Receivable** are changed as follows:
- (1) The limit applicable to records of accounts receivable while in transit or at a premises other than the described premises is increased by \$225,000.
 - (2) The limit applicable to records of accounts receivable at each described premises is increased by \$225,000.
- c. The limit applicable to the **Coverage Extension – Business Income and Extra Expense From Dependent Property** is increased from \$10,000 to \$50,000.
- d. The limit applicable to the **Coverage Extension – Business Income and Extra Expense – Newly Acquired Premises** is increased from \$250,000 to \$500,000.
- e. With respect to the **Coverage Extension– Business Personal Property Off Premises**, Paragraph A.7.f.(2)(e) is deleted.
- f. The following replaces the **Coverage Extension– Business Personal Property Off Premises**:
- Business Personal Property Off Premises**
- (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to such property caused by or resulting from a Covered Cause of Loss while:
 - (a) In the course of transit to or from the described premises; or
 - (b) Temporarily away from the described premises, and:
 - (i) At a premises you do not own, lease or operate; or
 - (ii) At any fair, trade show or exhibition at a premises you do not own or regularly occupy.
 - (2) This Coverage Extension applies to "electronic data processing data and media" and "electronic data processing equipment" only with respect to the following types of property principally used while off the described premises, including accessories and spare parts related to such item:
 - (a) Machinery;
 - (b) Equipment;
 - (c) Tools;
 - (d) Devices; and
 - (e) Scientific instruments, including total stations, theodolites, and GPS instruments.
- (3) This Coverage Extension does not apply to property:
- (a) While in the custody of the United States Postal Service;
 - (b) Rented or leased to others;
 - (c) After delivery to customers;
 - (d) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition;
 - (e) Temporarily at a premises for more than 60 consecutive days, except "money" and "securities" at a "banking premises";
 - (f) Otherwise covered under the Fine Arts Additional Coverage; or
 - (g) Otherwise covered under the following Coverage Extensions:
 - (i) Accounts Receivable;
 - (ii) Electronic Data Processing;
 - (iii) Personal Effects; or
 - (iv) Valuable Papers and Records.
- (4) The most we will pay for loss of or damage to the following types of property principally used while off the described premises is \$5,000 for any one item, including accessories, spare parts, "electronic data processing data and media" and "electronic data processing equipment" related to such item:
- (a) Machinery;
 - (b) Equipment;
 - (c) Tools;
 - (d) Devices; and

- (e) Scientific instruments, including total stations, theodolites, and GPS instruments.
- g. With respect to the **Coverage Extension-Electronic Data Processing**, Paragraph **A.7.h.(4)** is replaced by the following:
 - (4) The following exclusions as described in Paragraph **B**. Exclusions do not apply to this Coverage Extension:
 - (a) Paragraph **1.b**. Earth Movement;
 - (b) Paragraph **1.e**. Utility Services;
 - (c) Paragraph **1.g**. Water;
 - (d) Paragraph **2.a.**; or
 - (e) Paragraph **2.d.(6)**.
- h. With respect to the **Coverage Extension-Electronic Data Processing**, Paragraph **A.7.h.(6)** is replaced by the following:
 - (6) The most we will pay under this Coverage Extension for loss of or damage to "Electronic Data Processing Equipment" and to "Electronic Data Processing Data and Media", while in transit or at a premises other than the described premises, in any one occurrence, is \$100,000.
- i. With respect to the **Coverage Extension-Electronic Data Processing**, Paragraph **A.7.h.(7)** is replaced by the following:
 - (7) The most we will pay under this Coverage Extension for loss of or damage to duplicates of your "Electronic Data Processing Data and Media" while stored at a separate premises from where your original "Electronic Data Processing Data and Media" are kept, in any one occurrence, is \$100,000.
- j. With respect to the **Coverage Extension-Electronic Data Processing**, Paragraph **A.7.h.(8)** is replaced by the following:
 - (8) The most we will pay under this Coverage Extension for loss of or damage to "Electronic Data Processing Equipment", including such property you newly acquire in any one occurrence is \$100,000 at each newly acquired premises. With respect to insurance under this Coverage Extension on newly acquired "Electronic Data Processing Equipment", coverage will end when any of the following first occurs:
 - (a) This policy expires;
 - (b) 180 days expire after you acquire the "Electronic Data Processing Equipment"; or
 - (c) You report values to us.
- k. With respect to the **Coverage Extension-Electronic Data Processing**, Paragraph **A.7.h.(9)** is replaced by the following:
 - (9) The most we will pay under this Coverage Extension for loss of or damage to "Electronic Data Processing Data and Media" caused by or resulting from "electronic vandalism", in any one occurrence is \$100,000, regardless of the number of premises involved. Such limit also applies to any otherwise covered loss of Business Income or Extra Expense.
- l. With respect to the **Coverage Extension-Electronic Data Processing**, Paragraph **A.7.h.(10)** is replaced by the following:
 - (10) The most we will pay under this Coverage Extension for loss of or damage to "Electronic Data Processing Equipment" and to "Electronic Data Processing Data and Media", at the described premises, in any one occurrence, is the Limit of Insurance shown in the Declarations for Business Personal Property at such premises.
- m. With respect to the **Coverage Extension-Electronic Data Processing**, the following paragraph is added:

This Coverage Extension does not apply to property that is otherwise covered under the Business Personal Property Off Premises Coverage Extension.
- n. With respect to the **Coverage Extension – Interruption of Computer Operations**, Paragraphs **A.7.j.(1)** and **(2)** are replaced by the following:
 - (1) When the declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to a "suspension of operations" or "interruption of business operations".

BUSINESSOWNERS

- sion" of "operations" caused by an interruption of computer operations due to direct physical loss of or damage to "Electronic Data Processing Data and Media" at or away from the described premises caused by or resulting from a Covered Cause of Loss.
- (2) The most we will pay under this Coverage Extension is:
- (a) \$500,000 for the sum of all covered interruptions arising out of all Covered Causes of Loss occurring at the described premises during each separate 12 month period of this policy beginning with the effective date of this policy; or
 - (b) \$25,000 in any one occurrence for a covered interruption arising out of a Covered Cause of Loss occurring away from the described premises. This limit applies regardless of the number of premises involved.
 - (c) \$50,000 for the sum of all covered interruptions arising out of all Covered Cause of Loss occurring away from the described premises during each separate 12 month period of this policy beginning with the effective date of this policy.
- o. The limit applicable to the **Coverage Extension – Ordinance or Law – Increased "Period of Restoration"** is increased from \$25,000 to \$50,000.
 - p. With respect to the **Coverage Extension-Valuable Papers and Records**, Paragraph **A.7.s.(3)(b)** and Paragraph **A.7.s.(3)(f)** are deleted.
 - q. With respect to the **Coverage Extension – Valuable Papers and Records**, Paragraph **A.7.s.(1)** is replaced by the following:
 - (1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to "valuable papers and records" at or away from the described premises, that:
 - (a) You own, or
 - (b) Are owned by others, but in your care, custody, or control;caused by or resulting from a Covered Cause of Loss.
 - r. With respect to the **Coverage Extension – Valuable Papers and Records**, Paragraph **A.7.s.(4)** is deleted.
 - s. With respect to the **Coverage Extension– Valuable Papers and Records**, Paragraph **A.7.s.(5)** is replaced by the following:
 - (5) The most we will pay under this Coverage Extension for loss of or damage to "valuable papers and records" in any one occurrence is the greater of:
 - (a) \$100,000, regardless of the number of described premises involved; or
 - (b) The sum of the valuable papers and records limits stated on the Businessowners Property Coverage Declarations for each described premises.
 - t. The following is added to the **Coverage Extension – Valuable Papers and Records**:

With respect to property of others covered under this Coverage Extension, the owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary, and not contribute with such other insurance.
14. The following **Coverage Extensions** are added:
- a. **Business Income – Billable Hours Option**

When the Declarations show that you have coverage for Business Income and Extra Expense, you may choose to have a covered business income loss paid on a Billable Hours basis. If you do so, the following applies under this Coverage Extension with respect to such loss:

 - (1) Paragraph **A.3.a.(1)** is replaced by the following:
 - (1) Business Income means:

(a) The income that would have been generated from Billable Hours normally charged by you to your clients for services performed by you or your employees if no physical loss or damage occurred; and

(b) Other income of your business that would have been earned or incurred if no physical loss or damage occurred;

minus expenses which do not necessarily continue;

(2) Within Paragraph E.5., the term Billable Hours replaces the term Net Income as referenced within such provision;

(3) Billable Hours means the dollar value assigned to one hour of service you normally charge to a client for work performed by you or your employees including time charged for support functions such as copying and typing;

(4) The most we will pay for loss of business income under this Coverage Extension in any one occurrence is \$25,000; and

(5) This option is not available for any coverage provided by the **Coverage Extension – Civil Authority**.

b. Computer Fraud

(1) When a Limit of Insurance is shown in the Declarations for Business Personal Property at the described premises, you may extend that insurance to apply to loss of or damage to Business Personal Property resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the building at the described premises or "banking premises":

(a) To a person outside those premises; or

(b) To a place outside those premises.

(2) Paragraph B.2.o. does not apply to this Coverage Extension.

(3) The most we will pay under this Coverage Extension in any one occurrence is \$10,000, regardless of the number of premises involved.

c. Limited Building Coverage – Tenant Obligation

(1) If:

(a) You are a tenant;

(b) A Limit of Insurance is shown in the Declarations for Business Personal Property; and

(c) You are contractually obligated to repair or replace that part of a building you occupy as a tenant;

at the described premises, you may extend that insurance to apply to direct physical loss of or damage to that part of a building you occupy as a tenant caused by or resulting from a Covered Cause of Loss other than "theft" or attempted "theft".

(2) This Coverage Extension does not apply to any otherwise covered:

(a) Building glass; or

(b) Tenants improvements and betterments as described in Paragraph A.1.b.(3).

(3) The most we will pay under this Coverage Extension in any one occurrence is \$10,000 at each described premises.

d. Sewer or Drain Back Up

(1) When a Limit of Insurance is shown in the Declarations for Building or Business Personal Property at the described premises, you may extend that insurance to apply to direct physical loss of or damage to Covered Property at the described premises caused by or resulting from water or sewage that backs up or overflows from a sewer or drain.

(2) Paragraph B.1.g.(3) does not apply to this Coverage Extension.

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

e. Utility Services – Time Element

- (1) When the Declarations show that you have coverage for Business Income and Extra Expense, you may extend that insurance to apply to the loss of Business Income or Extra Expense caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property not on the described premises:
 - (a) "Water Supply Services"; or
 - (b) "Power Supply Services".
- (2) With respect to this Coverage Extension, Paragraph **G.22.b.** is deleted.
- (3) We will pay the actual loss sustained from the initial time of service(s) failure at the described premises but only when the service interruption at the described premises exceeds 24 hours immediately following the direct

physical loss or damage. Coverage does not apply to any reduction of income after service has been restored to your premises.

- (4) The most we will pay for loss under this Coverage Extension in any one occurrence is \$25,000 at each described premises.

15. Paragraph G.11. under Property Definitions is replaced by the following:

11. "Fine Arts"

- a. Means paintings, etchings, pictures, architectural models, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelains, rare glass, bric-a-brac, and similar property with historical value, or artistic merit; and
- b. Does not mean any glass that is part of a building or structure.

DEPARTMENT OF INSURANCE
PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT
SHEET FOR MULTIPLE FORM FILING

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORMS</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Architects, Engineers and Surveyors Equipment Endorsement	CM T9 22 09 07	CM T9 22 09 06	E/IM/O	<p>[B] This updated optional endorsement modifies the Contractors Equipment – Special Form CM T1 03 and the Commercial Inland Marine Conditions Form CM 00 01.</p> <p>Paragraph B.1. Replaces the description of Covered Property, adding “data stored on” to the description.</p> <p>Paragraph B.2. Removes the word “underground” from property not covered.</p> <p>Paragraph B.6. Adds a Coverage Extension for Business Income with a limit of \$25,000.</p> <p>Paragraph B.9. adds definitions of Operations, Period of Restoration, and Suspension for Business Income under B.</p>

DEPARTMENT OF INSURANCE
PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT
SHEET FOR MULTIPLE FORM FILING

FORM TITLE

NEW FORM

REPLACED
FORMS

TYPE OF
FORM

DESCRIPTION OF FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS EQUIPMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The COMMERCIAL INLAND MARINE CONDITIONS form is changed as follows:

Paragraph **F. Valuation** under **General Conditions** is replaced by the following:

1. The value of your Covered Property will be its replacement cost without deduction for depreciation.
2. Replacement cost coverage does not apply to:
 - a. Your stock in trade;
 - b. Obsolete property which is not in use; or
 - c. Works of art, antiques or rare articles.
3. We will not pay for any "loss" on a replacement cost basis:
 - a. Until the lost or damaged property is actually repaired or replaced; and
 - b. Until the repairs or replacement are made as soon as reasonably possible after the "loss".
4. We will not pay more for "loss" on a replacement cost basis than the least of:
 - a. The Limit of Insurance applicable to the lost or damaged property;
 - b. The cost of reasonably restoring that property to its condition immediately before the "loss";
 - c. The cost of replacing that property with substantially identical property; or
 - d. The amount you actually spend that is necessary to repair or replace that property.
5. You may make a claim for "loss" covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have the "loss" settled on an actual cash value basis, you may still make a claim on a replacement cost basis if

you notify us of your intent to do so within 180 days after the "loss".

6. If you do not repair or replace the lost or damaged property, we will not pay more than the actual cash value of that property.

B. The CONTRACTOR'S EQUIPMENT – SPECIAL FORM is changed as follows:

1. Paragraph **A.1.** is replaced by the following:
 1. Covered Property, as used in this Coverage Form means:
 - a. Your:
 - (1) Machinery;
 - (2) Equipment;
 - (3) Tools;
 - (4) Devices;
 - (5) Scientific instruments; and
 - (6) Accessories and spare parts related to, and data stored on, items described in (1) through (5) above; and
 - b. Property described in **a.** above that is owned by others, but in your care, custody or control; described in the Declarations.
2. Paragraph **A.2.d.** is replaced by the following:
 - d. Property while underwater;
3. The limit applicable to the **Coverage Extension – Newly Acquired Property** is reduced from \$250,000 to \$50,000.
4. The limit applicable to the **Additional Coverage – Fire Department Service Charge** is increased from \$1,000 to \$5,000.
5. The following **Additional Coverage** is added:
 - a. **Expediting Expenses**
 - (1) In the event of "loss" to Covered Property caused by or resulting from a Covered Cause of Loss,

we will pay for the reasonable and necessary additional expenses you incur to make temporary repairs, expedite permanent repairs, or expedite permanent replacement, at the premises sustaining "loss". Expediting expenses include overtime wages and the extra cost of express or other rapid means of transportation. Expediting expenses do not include expenses you incur for the temporary rental of property or temporary replacement of damaged property.

- (2) The most we will pay under this Additional Coverage is \$5,000 in any one occurrence. The amount payable is in addition to the Limits of Insurance shown in the Declarations.

6. The following is added to Section **A.4. Coverage Extensions:**

Business Income – Covered Property

- (1) Business Income means:
 - (a) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred, including:
 - (b) Continuing normal operating expenses incurred, including payroll.
- (2) You may extend this insurance to apply to the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to Covered Property. The loss or damage must be caused by or result from a Covered Cause of Loss.
- (3) The most we will pay under this Coverage Extension is:
 - (a) \$25,000 in any one occurrence, regardless of the number of Covered Property items involved.

- (b) \$50,000 for the sum of all covered loss or damage by a Covered Cause of Loss occurring during each separate 12 month period of this policy beginning with the effective date of this policy.

- (4) The coverage for Business Income will begin 24 hours after the time of direct physical loss or damage.

7. Paragraph **E.1.** under **Additional Conditions** is replaced by the following:

1. Coverage Territory

We cover property wherever located within:

- a. The United States of America (including its possessions and territories);
- b. Puerto Rico; and
- c. Canada.

8. Paragraph **E.2.** and Paragraph **E.3.** under **Additional Conditions** are deleted.

9. The following are added to Section **F. Definitions:**

- 1. "Operations" means your business activities.
- 2. "Period of Restoration" means the period of time that:
 - a. Begins 24 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss; and
 - b. Ends on the date when the Covered Property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

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

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

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

3. "Suspension" means the partial or complete cessation of your business activities.

SERFF Tracking Number: TRVD-125382984 *State:* Arkansas
First Filing Company: The Charter Oak Fire Insurance Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: 2007-12-0030
TOI: 05.0 Commercial Multi-Peril - Liability & Non- *Sub-TOI:* 05.0002 Businessowners
Liability
Product Name: Commercial Multi Peril Master Pac Program Form Filing
Project Name/Number: Master Pac - A & E/2007-12-0030

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125382984 State: Arkansas
First Filing Company: The Charter Oak Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2007-12-0030
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
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Project Name/Number: Master Pac - A & E/2007-12-0030

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 01/04/2008

Comments:
Attachment:
Transmittal.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only		2. Insurance Department Use only			
		a. Date the filing is received:			
		b. Analyst:			
		c. Disposition:			
		d. Date of disposition of the filing:			
		e. Effective date of filing:			
		New Business			
		Renewal Business			
		f. State Filing #:			
		g. SERFF Filing #:			
		h. Subject Codes			
3. Group Name					Group NAIC #
The Travelers Companies, Inc.					3548
4. Company Name(s)					
	Domicile	NAIC #	FEIN #	State #	
The Travelers Indemnity Company	CT	25658	06-0566050		
The Charter Oak Fire Insurance Company	CT	25615	06-0291290		
The Travelers Indemnity Company of Connecticut	CT	25682	06-0336212		
The Travelers Indemnity Company of America	CT	25666	58-6020487		
The Phoenix Insurance Company	CT	25623	06-0303275		
Travelers Property Casualty Company of America	CT	25674	36-2719165		
5. Company Tracking Number		2007-12-0030			
Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]					
6. Name and address	Title	Telephone #s	FAX #	e-mail	
Margaret M. Salsbury Travelers One Tower Square Hartford, CT 06183	Senior Regulatory Analyst	(860) 277-6470	(860) 954-0580	MSALSBUR@Travelers.com	
7. Signature of authorized filer		<i>Margaret M. Salsbury</i>			
8. Please print name of authorized filer		Margaret M. Salsbury			
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)		Master Pac			
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 (give description)			
14. Effective Date(s) Requested		New: 06/01/2008		Renewal: 06/01/2008	
15. Reference Filing?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16. Reference Organization (if applicable)		ISO			
17. Reference Organization # & Title		N/A			
18. Company's Date of Filing		12/26/2007			
19. Status of filing in domicile		<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	2007-12-0030
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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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In compliance with the insurance laws and regulations in your state, our companies respectfully submit two replacement optional Architects, Engineers and Surveyors forms, MP P0 01 09 07 and CM T9 22 09 07 to be used with our Master Pac program.

For a detailed explanation of our forms revisions please refer to the enclosed forms transmittal supplement.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

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 #: N/A - EFT
Amount: \$50.00

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

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

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 #	2007-12-0030			
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
	Architects, Engineers and Surveyors Endorsement	MP P0 01 09 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	MP P0 01 08 06	2006-10-0048
02	Architects, Engineers and Surveyors Equipment	CM T9 22 09 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CM T9 22 09 06	2006-10-0048
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		