

SERFF Tracking Number: CHUB-125795517 State: Arkansas  
First Filing Company: Federal Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: 08-CMQ-9-F  
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package  
Portion Only  
Product Name: CUSTOMARQ  
Project Name/Number: GREEN ENDORSEMENTS/RULES/08-CMQ-9-F / 08-CMQ-12-RR

## Filing at a Glance

Companies: Federal Insurance Company, Great Northern Insurance Company, Vigilant Insurance Company, Pacific Indemnity Company

Product Name: CUSTOMARQ SERFF Tr Num: CHUB-125795517 State: Arkansas  
TOI: 05.1 Commercial Multi-Peril - Non-Liability SERFF Status: Closed State Tr Num: EFT \$50  
Portion Only  
Sub-TOI: 05.1003 Commercial Package Co Tr Num: 08-CMQ-9-F State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins  
Author: Martha Solimo Disposition Date: 10/14/2008  
Date Submitted: 10/08/2008 Disposition Status: Approved  
Effective Date Requested (New): 11/15/2008 Effective Date (New): 11/15/2008  
Effective Date Requested (Renewal): 11/15/2008 Effective Date (Renewal): 11/15/2008

State Filing Description:

## General Information

Project Name: GREEN ENDORSEMENTS/RULES  
Project Number: 08-CMQ-9-F / 08-CMQ-12-RR

Status of Filing in Domicile: Pending  
Domicile Status Comments: Indiana - authorized

Reference Organization:

Wisconsin, New York pending

Reference Title:

Reference Number:

Filing Status Changed: 10/14/2008

Advisory Org. Circular:

State Status Changed: 10/08/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Enclosed for filing are new endorsements for use with our filed and approved Customarq Program. These endorsements address the emerging issue of Green (environmentally friendly) property exposures.

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In order to assist you in your review, we have enclosed an Explanatory Memorandum which briefly describes the endorsements.

We will appreciate your approval effective November 15, 2008. However, it is possible that internal considerations may force us to delay the implementation of this filing. If this becomes necessary, we will provide you with the proper documentation to amend the implementation date.

## Company and Contact

### Filing Contact Information

Jane Gutman, Unit Manager jgutman@chubb.com  
 202 Hall's Mill Road (908) 572-4422 [Phone]  
 Whitehouse Station, NJ 08889-1650 (908) 572-4820[FAX]

### Filing Company Information

Federal Insurance Company	CoCode: 20281	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4422 ext. [Phone]	FEIN Number: 13-1963496	
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Great Northern Insurance Company	CoCode: 20303	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4422 ext. [Phone]	FEIN Number: 41-0729473	
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Vigilant Insurance Company	CoCode: 20397	State of Domicile: New York
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4422 ext. [Phone]	FEIN Number: 13-1963495	
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Pacific Indemnity Company CoCode: 20346 State of Domicile: Wisconsin  
202 Hall's Mill Road Group Code: 38 Company Type:  
P.O. Box 1650  
Whitehouse Station, NJ 08889-1650 Group Name: State ID Number:  
(908) 572-4422 ext. [Phone] FEIN Number: 95-1078160  
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SERFF Tracking Number: CHUB-125795517 State: Arkansas  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50 per submission.  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Indemnity Company	\$0.00	10/08/2008	
Federal Insurance Company	\$50.00	10/08/2008	23048446
Great Northern Insurance Company	\$0.00	10/08/2008	
Vigilant Insurance Company	\$0.00	10/08/2008	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/14/2008	10/14/2008

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## Disposition

Disposition Date: 10/14/2008  
Effective Date (New): 11/15/2008  
Effective Date (Renewal): 11/15/2008  
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	Form EM	Approved	Yes
Form	Property Insurance Ordinance Or Law And Existing Green Standards Loss Payment Basis	Approved	Yes
Form	Property Insurance Ordinance Or Law And Existing Green Standards Loss Payment Basis	Approved	Yes
Form	Property Insurance Ordinance Or Law And Existing Green Standards Loss Payment Basis	Approved	Yes
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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Property Insurance Ordinance Or Law And Existing Green Standards Loss Payment Basis	17-02-7506	(Ed. 6-08)	Endorsement/Amendment/Conditions	New	0.00	17-02-7506.pdf
Approved	Property Insurance Ordinance Or Law And Existing Green Standards Loss Payment Basis	42-02-2416	(Ed. 6-08)	Endorsement/Amendment/Conditions	New	0.00	42-02-2416.pdf
Approved	Property Insurance Ordinance Or Law And Existing Green Standards Loss Payment Basis	80-02-5250	(Ed. 6-08)	Endorsement/Amendment/Conditions	New	0.00	80-02-5250.pdf
Approved	Property Insurance Ordinance Or Law And Existing Green Standards Loss Payment Basis	80-02-5252	(Ed. 6-08)	Endorsement/Amendment/Conditions	New	0.00	80-02-5252.pdf

# *Property Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

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This Endorsement applies to the following forms:

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If Business Income With Extra Expense, Rental Income, Business Income Without Extra Expense, Extra Expense, Electronic Data Processing Business Income With Extra Expense or Electronic Data Processing Extra Expense is shown above, the following are added under Premises Coverages:

### *Premises Coverages*

#### *Alternative Power Generation*

We will pay for the actual:

- A. **extra expense** you incur, if such coverage is provided:
  - 1. due to the actual or potential impairment of your **operations**; and
  - 2. during the **period of restoration**,  
to purchase substitute power from a third party; and
- B. **business income** or **rental income** loss you incur, if such coverage is provided:
  - 1. due to the actual impairment of your **operations**; and

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## Premises Coverages

### Alternative Power Generation (continued)

2. during the **period of restoration**,

due to the loss of credits, reimbursements, rebates or other sums you receive from a third party that utilizes surplus power that you generate from **alternative power generating equipment**.

The actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **alternative power generating equipment**.

This Premises Coverage applies until the **alternative power generating equipment** is repaired or replaced and fully operational in accordance with the manufacturer's specifications.

The most we will pay for Alternative Power Generation loss is the applicable Limit Of Insurance for Business Income, Rental Income or Extra Expense shown in the Declarations.

This Alternative Power Generation Premises Coverage does not apply at any premises that supplies your premises with utility services.

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### Alternative Water Systems

We will pay for the actual **extra expense** you incur:

- due to the actual or potential impairment of your **operations**; and
- during the **period of restoration**,

to purchase substitute water from a third party.

The actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to an **alternative water system**.

This Premises Coverage applies until the **alternative water system** is repaired or replaced and fully operational in accordance with the manufacturer's specifications.

The most we will pay for Alternative Water Systems loss is the applicable Limit Of Insurance for Business Income or Extra Expense shown in the Declarations.

This Alternative Water Systems Premises Coverage does not apply at any premises that supplies your premises with utility services.

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Under Loss Payment Basis, the following is added:

### Loss Payment Basis

#### Green Standards

Subject to the applicable Limits Of Insurance shown in the Declarations, if you repair or replace covered property, the valuation will include necessary and incurred expenses to:

- hire professionals accredited pursuant to **green standards** to participate in the repair or replacement of the covered property;
- register and certify the repaired or replaced covered property pursuant to **green standards**;
- dispose of debris, certified pursuant to **green standards**, at recycling facilities, if such debris can be recycled; and
- ventilate the repaired or replaced covered property in a manner consistent with **green standards**.

When direct physical loss or damage is caused by or results from both:

- a peril not otherwise excluded; and

# Property Insurance

## Endorsement

Effective Date

Policy Number

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### Loss Payment Basis

#### Green Standards (continued)

- an excluded peril,

the valuation will not include the **green standards** costs attributable to the excluded peril. Instead, the valuation will be based on that portion of such costs equal to the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage, not including **green standards** costs, unless the **green standards** apply solely to that portion of the covered property which suffered the covered direct physical loss or damage.

This Loss Payment Basis does not include any increase in costs, loss or damage:

- to clean up or remove **pollutants** from land, water or air either inside or outside of a **building**;
- to clean up, remove, restore or replace covered property because of the presence of **fungus** either inside or outside of a **building**;
- to clean up, remove, restore or replace polluted land, water or air either inside or outside of a **building**; or
- attributable to any **green standards** you did not comply with before the loss, regardless of when such **green standards** became effective.

This Green Standards Loss Payment Basis does not apply to:

- loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination; or
- the Fungus Clean-up Or Removal Premises Coverage or Pollutant Clean-up Or Removal Additional Coverage.

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Under Definitions, the following are added:

### Definitions

#### Alternative Power Generating Equipment

**Alternative power generating equipment** means equipment that has been certified pursuant to **green standards**, which is used in:

- solar energy systems;
- wind energy systems;
- geothermal energy systems;
- low impact hydroelectric systems; or
- any other system that generates electricity from renewable resources.

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## **Definitions**

*(continued)*

### **Alternative Water System**

**Alternative water system** means equipment situated above or below ground which is used to collect and circulate gray water, ground water or rain water to the domestic, non-potable water supply of a **building** or to water treatment facilities or outside irrigation facilities at the premises shown in the Declarations.

**Alternative water system** does not include underground pipes or sprinkler heads intended solely for landscape irrigation.

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### **Green Standards**

**Green standards** means:

- the LEED<sup>R</sup> Green Building Rating System<sup>TM</sup> of the United States Green Building Council;
- requirements of the Green Globes<sup>R</sup> Assessment And Rating System of the Green Building Initiative;
- Energy Star<sup>R</sup> qualified requirements; or
- other site development, water savings, energy efficiency, materials or equipment selection and other environmental quality standards for the design and construction of property.

All other terms and conditions remain unchanged.

*Authorized Representative*

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# *Property Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

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This Endorsement applies to the following forms:

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If Business Income With Extra Expense or Extra Expense is shown above, the following are added under Extension Of Coverage:

### *Extension Of Coverage*

#### *Alternative Power Generation*

We will pay for the actual:

- A. **extra expense** you incur, if such coverage is provided:
1. due to the necessary suspension of your **operations**; and
  2. during the **period of restoration**,  
to purchase substitute power from a third party; and
- B. **business income** loss you incur, if such coverage is provided:
1. due to the necessary suspension of your **operations**; and

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## **Extension Of Coverage**

### **Alternative Power Generation** (continued)

2. during the **period of restoration**,

due to the loss of credits, reimbursements, rebates or other sums you receive from a third party that utilizes surplus power that you generate from **alternative power generating equipment**.

The actual necessary suspension of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **alternative power generating equipment**.

This Extension Of Coverage applies until the **alternative power generating equipment** is repaired or replaced and fully operational in accordance with the manufacturer's specifications.

The most we will pay for Alternative Power Generation loss is the applicable Limit Of Insurance for Business Income or Extra Expense shown in the Declarations.

This Alternative Power Generation Extension Of Coverage does not apply at any premises that supplies your premises with utility services.

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### **Alternative Water Systems**

We will pay for the actual **extra expense** you incur:

- due to the necessary suspension of your **operations**; and
- during the **period of restoration**,

to purchase substitute water from a third party.

The actual necessary suspension of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to an **alternative water system**.

This Extension Of Coverage applies until the **alternative water system** is repaired or replaced and fully operational in accordance with the manufacturer's specifications.

The most we will pay for Alternative Water Systems loss is the applicable Limit Of Insurance for Business Income or Extra Expense shown in the Declarations.

This Alternative Water Systems Extension Of Coverage does not apply at any premises that supplies your premises with utility services.

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Under Loss Payment Basis, the following is added:

### **Loss Payment Basis**

#### **Green Standards**

Subject to the applicable Limits Of Insurance shown in the Declarations, if you repair or replace covered property, the valuation will include necessary and incurred expenses to:

- hire professionals accredited pursuant to **green standards** to participate in the repair or replacement of the covered property;
- register and certify the repaired or replaced covered property pursuant to **green standards**;
- dispose of debris, certified pursuant to **green standards**, at recycling facilities, if such debris can be recycled; and
- ventilate the repaired or replaced covered property in a manner consistent with **green standards**.

When direct physical loss or damage is caused by or results from both:

- a peril not otherwise excluded; and

# Property Insurance

## Endorsement

Effective Date

Policy Number

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### Loss Payment Basis

#### Green Standards (continued)

- an excluded peril,

the valuation will not include the **green standards** costs attributable to the excluded peril. Instead, the valuation will be based on that portion of such costs equal to the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage, not including **green standards** costs, unless the **green standards** apply solely to that portion of the covered property which suffered the covered direct physical loss or damage.

This Loss Payment Basis does not include any increase in costs, loss or damage attributable to any **green standards** you did not comply with before the loss, regardless of when such **green standards** became effective.

This Green Standards Loss Payment Basis does not apply to:

- loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination;
- the Pollutant Clean-up Or Removal Additional Coverage; or
- **stock**.

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Under Definitions, the following are added:

### Definitions

#### Alternative Power Generating Equipment

**Alternative power generating equipment** means equipment that has been certified pursuant to **green standards**, which is used in:

- solar energy systems;
- wind energy systems;
- geothermal energy systems;
- low impact hydroelectric systems; or
- any other system that generates electricity from renewable resources.

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## **Definitions**

*(continued)*

### **Alternative Water System**

**Alternative water system** means equipment situated above or below ground which is used to collect and circulate gray water, ground water or rain water to the domestic, non-potable water supply of a **building** or to water treatment facilities or outside irrigation facilities at the premises shown in the Declarations.

**Alternative water system** does not include underground pipes or sprinkler heads intended solely for landscape irrigation.

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### **Green Standards**

**Green standards** means:

- the LEED<sup>R</sup> Green Building Rating System<sup>TM</sup> of the United States Green Building Council;
- requirements of the Green Globes<sup>R</sup> Assessment And Rating System of the Green Building Initiative;
- Energy Star<sup>R</sup> qualified requirements; or
- other site development, water savings, energy efficiency, materials or equipment selection and other environmental quality standards for the design and construction of property.

All other terms and conditions remain unchanged.

*Authorized Representative*

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# *Property Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

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This Endorsement applies to the following forms:

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If Business Income With Extra Expense, Business Income With Extra Expense And Research And Development Income, Rental Income, Business Income Without Extra Expense or Extra Expense, is shown above, the following are added under Premises Coverages:

### *Premises Coverages*

#### *Alternative Power Generation*

We will pay for the actual:

- A. **extra expense** you incur, if such coverage is provided:
1. due to the actual or potential impairment of your **operations**; and
  2. during the **period of restoration**,  
to purchase substitute power from a third party; and
- B. **business income** or **rental income** loss you incur, if such coverage is provided:
1. due to the actual impairment of your **operations**; and

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## Premises Coverages

### Alternative Power Generation (continued)

2. during the **period of restoration**,

due to the loss of credits, reimbursements, rebates or other sums you receive from a third party that utilizes surplus power that you generate from **alternative power generating equipment**.

The actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **alternative power generating equipment**.

This Premises Coverage applies until the **alternative power generating equipment** is repaired or replaced and fully operational in accordance with the manufacturer's specifications.

The most we will pay for Alternative Power Generation loss is the applicable Limit Of Insurance for Business Income, Rental Income or Extra Expense shown in the Declarations.

This Alternative Power Generation Premises Coverage does not apply at any premises that supplies your premises with utility services.

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### Alternative Water Systems

We will pay for the actual **extra expense** you incur:

- due to the actual or potential impairment of your **operations**; and
- during the **period of restoration**,

to purchase substitute water from a third party.

The actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to an **alternative water system**.

This Premises Coverage applies until the **alternative water system** is repaired or replaced and fully operational in accordance with the manufacturer's specifications.

The most we will pay for Alternative Water Systems loss is the applicable Limit Of Insurance for Business Income or Extra Expense shown in the Declarations.

This Alternative Water Systems Premises Coverage does not apply at any premises that supplies your premises with utility services.

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Under Loss Payment Basis, the following is added:

### Loss Payment Basis

#### Green Standards

Subject to the applicable Limits Of Insurance shown in the Declarations, if you repair or replace covered property, the valuation will include necessary and incurred expenses to:

- hire professionals accredited pursuant to **green standards** to participate in the repair or replacement of the covered property;
- register and certify the repaired or replaced covered property pursuant to **green standards**;
- dispose of debris, certified pursuant to **green standards**, at recycling facilities, if such debris can be recycled; and
- ventilate the repaired or replaced covered property in a manner consistent with **green standards**.

When direct physical loss or damage is caused by or results from both:

- a peril not otherwise excluded; and

# Property Insurance

## Endorsement

Effective Date

Policy Number

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### Loss Payment Basis

#### Green Standards (continued)

- an excluded peril,

the valuation will not include the **green standards** costs attributable to the excluded peril. Instead, the valuation will be based on that portion of such costs equal to the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage, not including **green standards** costs, unless the **green standards** apply solely to that portion of the covered property which suffered the covered direct physical loss or damage.

This Loss Payment Basis does not include any increase in costs, loss or damage:

- to clean up or remove **pollutants** from land, water or air either inside or outside of a **building**;
- to clean up, remove, restore or replace covered property because of the presence of **fungus** either inside or outside of a **building**;
- to clean up, remove, restore or replace polluted land, water or air either inside or outside of a **building**; or
- attributable to any **green standards** you did not comply with before the loss, regardless of when such **green standards** became effective.

This Green Standards Loss Payment Basis does not apply to:

- loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination;
- the Fungus Clean-up Or Removal Premises Coverage or Pollutant Clean-up Or Removal Additional Coverage; or
- **stock**.

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Under Definitions, the following are added:

### Definitions

#### Alternative Power Generating Equipment

**Alternative power generating equipment** means equipment that has been certified pursuant to **green standards**, which is used in:

- solar energy systems;
- wind energy systems;
- geothermal energy systems;
- low impact hydroelectric systems; or
- any other system that generates electricity from renewable resources.

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## **Definitions**

*(continued)*

### **Alternative Water System**

**Alternative water system** means equipment situated above or below ground which is used to collect and circulate gray water, ground water or rain water to the domestic, non-potable water supply of a **building** or to water treatment facilities or outside irrigation facilities at the premises shown in the Declarations.

**Alternative water system** does not include underground pipes or sprinkler heads intended solely for landscape irrigation.

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### **Green Standards**

**Green standards** means:

- the LEED<sup>R</sup> Green Building Rating System<sup>TM</sup> of the United States Green Building Council;
- requirements of the Green Globes<sup>R</sup> Assessment And Rating System of the Green Building Initiative;
- Energy Star<sup>R</sup> qualified requirements; or
- other site development, water savings, energy efficiency, materials or equipment selection and other environmental quality standards for the design and construction of property.

All other terms and conditions remain unchanged.

*Authorized Representative*

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# *Property Insurance*

## *Endorsement*

*Policy Period*

*Effective Date*

*Policy Number*

*Insured*

*Name of Company*

*Date Issued*

---

This Endorsement applies to the following forms:

---

If Business Income With Extra Expense, Business Income Without Extra Expense or Extra Expense is shown above, the following are added under Extensions Of Coverage:

### *Extensions Of Coverage*

#### *Alternative Power Generation*

We will pay for the actual:

- A. **extra expense** you incur, if such coverage is provided:
  - 1. due to the actual or potential impairment of your **operations**; and
  - 2. during the **period of restoration**,  
to purchase substitute power from a third party; and
- B. **business income** loss you incur, if such coverage is provided:
  - 1. due to the actual impairment of your **operations**; and

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## Extensions Of Coverage

### Alternative Power Generation (continued)

2. during the **period of restoration**,

due to the loss of credits, reimbursements, rebates or other sums you receive from a third party that utilizes surplus power that you generate from **alternative power generating equipment**.

The actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **alternative power generating equipment**.

This Extension Of Coverage applies until the **alternative power generating equipment** is repaired or replaced and fully operational in accordance with the manufacturer's specifications.

The most we will pay for Alternative Power Generation loss is the applicable Limit Of Insurance for Business Income or Extra Expense shown in the Declarations.

This Alternative Power Generation Extension Of Coverage does not apply at any premises that supplies your premises with utility services.

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### Alternative Water Systems

We will pay for the actual **extra expense** you incur:

- due to the actual or potential impairment of your **operations**; and
- during the **period of restoration**,

to purchase substitute water from a third party.

The actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to an **alternative water system**.

This Extension Of Coverage applies until the **alternative water system** is repaired or replaced and fully operational in accordance with the manufacturer's specifications.

The most we will pay for Alternative Water Systems loss is the applicable Limit Of Insurance for Business Income or Extra Expense shown in the Declarations.

This Alternative Water Systems Extension Of Coverage does not apply at any premises that supplies your premises with utility services.

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Under Loss Payment Basis, the following is added:

### Loss Payment Basis

#### Green Standards

Subject to the applicable Limits Of Insurance shown in the Declarations, if you repair or replace covered property, the valuation will include necessary and incurred expenses to:

- hire professionals accredited pursuant to **green standards** to participate in the repair or replacement of the covered property;
- register and certify the repaired or replaced covered property pursuant to **green standards**;
- dispose of debris, certified pursuant to **green standards**, at recycling facilities, if such debris can be recycled; and
- ventilate the repaired or replaced covered property in a manner consistent with **green standards**.

When direct physical loss or damage is caused by or results from both:

- a peril not otherwise excluded; and

# Property Insurance

## Endorsement

Effective Date

Policy Number

---

### Loss Payment Basis

#### Green Standards (continued)

- an excluded peril,

the valuation will not include the **green standards** costs attributable to the excluded peril. Instead, the valuation will be based on that portion of such costs equal to the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage, not including **green standards** costs, unless the **green standards** apply solely to that portion of the covered property which suffered the covered direct physical loss or damage.

This Loss Payment Basis does not include any increase in costs, loss or damage attributable to any **green standards** you did not comply with before the loss, regardless of when such **green standards** became effective.

This Green Standards Loss Payment Basis does not apply to:

- loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination;
- the Pollutant Clean-up Or Removal Additional Coverage; or
- **stock**.

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Under Definitions, the following are added:

### Definitions

#### Alternative Power Generating Equipment

**Alternative power generating equipment** means equipment that has been certified pursuant to **green standards**, which is used in:

- solar energy systems;
- wind energy systems;
- geothermal energy systems;
- low impact hydroelectric systems; or
- any other system that generates electricity from renewable resources.

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## **Definitions**

*(continued)*

### **Alternative Water System**

**Alternative water system** means equipment situated above or below ground which is used to collect and circulate gray water, ground water or rain water to the domestic, non-potable water supply of a **building** or to water treatment facilities or outside irrigation facilities at the premises shown in the Declarations.

**Alternative water system** does not include underground pipes or sprinkler heads intended solely for landscape irrigation.

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### **Green Standards**

**Green standards** means:

- the LEED<sup>R</sup> Green Building Rating System<sup>TM</sup> of the United States Green Building Council;
- requirements of the Green Globes<sup>R</sup> Assessment And Rating System of the Green Building Initiative;
- Energy Star<sup>R</sup> qualified requirements; or
- other site development, water savings, energy efficiency, materials or equipment selection and other environmental quality standards for the design and construction of property.

All other terms and conditions remain unchanged.

*Authorized Representative*

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*SERFF Tracking Number:* CHUB-125795517      *State:* Arkansas  
*First Filing Company:* Federal Insurance Company, ...      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* 08-CMQ-9-F  
*TOI:* 05.1 Commercial Multi-Peril - Non-Liability      *Sub-TOI:* 05.1003 Commercial Package  
Portion Only  
*Product Name:* CUSTOMARQ  
*Project Name/Number:* GREEN ENDORSEMENTS/RULES/08-CMQ-9-F / 08-CMQ-12-RR

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125795517 State: Arkansas  
First Filing Company: Federal Insurance Company, ... State Tracking Number: EFT \$50  
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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 10/14/2008

**Comments:**

This information is found on the Form Schedule Tab and General Information Tab.

**Satisfied -Name:** Form EM **Review Status:** Approved 10/14/2008

**Comments:**

**Attachment:**

EM Countrywide-Existing Green.pdf

## COUNTRYWIDE EXPLANATORY MEMORANDUM

We are submitting four new endorsements to be used with our filed and approved Customarq programs. These endorsements are 80-02-5250, 80-02-5252, 17-02-7506 and 42-02-2416. The four endorsements correspond to the various Customarq programs to which the endorsements attach. The substance of all four forms is essentially the same.

These forms address the emerging issue of Green (environmentally friendly) property exposures as respects to our Loss Payment Basis provided in our Customarq policies. The Premises Coverages and Loss Payment Basis sections described in the endorsements address both the direct physical property loss adjustment and also the time element (business income, rental income and extra expense) loss adjustment. All defined terms, other than those specifically added in the endorsements, can be found in our Property/Business Income Conditions And Definitions or the General Provisions contracts which are filed and approved contracts and made part of the Customarq policies.

These are rate neutral endorsements which do not change the terms and conditions of our policy. Once state approved, these endorsements will be mandatory attachments to all policies issued that are part of the filed and approved Customarq programs.

In the preceding paragraphs above, where possible we have described the changes to include the impact the change has on the scope of the provision or the scope of insurance provided. However, because it is impossible to anticipate every possible loss scenario that could implicate a change we have made, some changes can have a variety of effects (depending on the type of loss) and do not lend themselves to such a description. In those cases, we have simply described the change. We refer you to the applicable language of the provision in question for additional information.

Please be advised that we are working to add the forms to our internal rating and policy issuance system. Once this is finalized, the final forms may be formatted differently due to systems constraints. However, the language and punctuation will be the same. We hereby inform you, we will not refile the system generated forms unless otherwise requested in response to this filing.

**THIS EXPLANATORY MEMORANDUM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT MODIFY, LIMIT OR ENLARGE POLICY PROVISIONS AND MAY NOT DESCRIBE EVERY CHANGE. THE BEST EXPLANATION OF THE INSURANCE PROVIDED IS OBTAINED BY CONSULTING THE LANGUAGE OF THE ISSUED POLICIES. WHETHER OR NOT A PARTICULAR LOSS IS COVERED CAN ONLY BE DETERMINED AT THE TIME OF LOSS BY APPLYING ALL OF THE POLICY PROVISIONS TO THE FACTS AND CIRCUMSTANCES OF THE CLAIM. THE ACTUAL RIGHTS AND RESPONSIBILITIES OF THE INDIVIDUAL MEMBER INSURERS OF THE CHUBB GROUP OF INSURANCE COMPANIES AND THE INSURED ARE CONTAINED IN THE TERMS AND CONDITIONS OF THE ISSUED POLICIES.**