

SERFF Tracking Number: CMIC-125880314 State: Arkansas
Filing Company: Cameron Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CMIC-125880314
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Businessowners / BOP Contractors
Project Name/Number: Product Review/N/A

Filing at a Glance

Company: Cameron Mutual Insurance Company

Product Name: Businessowners / BOP SERFF Tr Num: CMIC-125880314 State: Arkansas

Contractors

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

Sub-TOI: 05.0002 Businessowners Co Tr Num: CMIC-125880314 State Status: Fees verified and
received

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

Author: Sheila Andrew Disposition Date: 10/30/2008

Date Submitted: 10/30/2008 Disposition Status: Approved

Effective Date Requested (New): 01/01/2009

Effective Date (New): 01/01/2009

Effective Date Requested (Renewal): 01/01/2009

Effective Date (Renewal):

01/01/2009

State Filing Description:

General Information

Project Name: Product Review

Status of Filing in Domicile: Pending

Project Number: N/A

Domicile Status Comments: N/A

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 10/30/2008

State Status Changed: 10/30/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Cameron Mutual Insurance Company (CMIC) is proposing to file the attached new and revised endorsement forms as outlined under the Form Schedule tab for use with our Businessowners/BOP Contractors Program. Rules/rates for use with these forms will follow under separate cover. The attached forms are final print copies.

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- BP 01 53C 01 09 Arkansas Changes replaces the prior 05 01 edition of this form. Additionally, it incorporates the cancellation/non-renewal information previously provided in IL 02 31 02 07 which we wish to withdraw from use with our Businessowners/BOP Contractors Program as of the same effective dates.

- BP 04 53C 01 09 - We have added a variable schedule to this form, modified section C. and modified section E. to allow for the scheduling of individual buildings for Water Back-up and Sump Overflow coverage. Previously this was a policy level optional endorsement. No other changes were made.

-BP 04 95C 01 09 - The text is substantially similar to the ISO form BP 04 97 of the same name. We had to use a different form number than ISO does for this endorsement because BP 04 97 is currently in use for a CMIC form under our Businessowners Program.

-At this time we would also like to withdraw from use with our Businessowners/BOP Contractors Program as of the same effective dates BP 10 03C Earthquake. We discontinued offering earthquake coverage last November.

Company and Contact

Filing Contact Information

Sheila Andrew, Research & Compliance sandrew@cameron-insurance.com
 Specialist
 214 McElwain Drive (800) 326-6511 [Phone]
 Cameron, MO 64442-1321 (816) 632-1022[FAX]

Filing Company Information

Cameron Mutual Insurance Company	CoCode: 15725	State of Domicile: Missouri
214 McElwain Drive	Group Code: 532	Company Type: Property & Casualty
Cameron, MO 64429-1321	Group Name:	State ID Number:
(800) 326-6511 ext. [Phone]	FEIN Number: 44-0447850	

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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 #
Cameron Mutual Insurance Company	\$50.00	10/30/2008	23578574

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/30/2008	10/30/2008

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Disposition

Disposition Date: 10/30/2008

Effective Date (New): 01/01/2009

Effective Date (Renewal): 01/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Arkansas Changes	Approved	Yes
Form	Arkansas Changes - Cancellation and Nonrenewal	Approved	Yes
Form	Water Back-Up and Sump Overflow	Approved	Yes
Form	Waiver of Transfer of Rights of Recovery Against Others to Us	Approved	Yes
Form	Earthquake	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Changes	BP 01 53C	01 09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BP 01 53C 05 01 Previous Filing #:		BP 01 53C 01 09.pdf
Approved	Arkansas Changes - Cancellation and Nonrenewal	IL 02 31	02 07	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #:0.00 N/A Previous Filing #:		
Approved	Water Back-Up and Sump Overflow	BP 04 53C	01 09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BP 04 53C 01 07 Previous Filing #:		BP 04 53C 01 09.pdf
Approved	Waiver of Transfer of Rights of Recovery Against Others to Us	BP 04 95C	01 09	Endorsement/Amendment/Conditions New		0.00	BP 04 95C 01 09.pdf
Approved	Earthquake	BP 10 03C	12 00	Endorsement/Amendment/Conditions Withdrawn	Replaced Form #:0.00 N/A Previous Filing #:		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

A. The **Businessowners Property Coverage** is amended by the following:

1. Paragraph **E.2. Appraisal Property Loss Condition** is replaced by the following:
 2. **Appraisal**
 - a. If we and you disagree on the value of the property or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire.
 - b. An appraisal decision will not be binding on either party.
 - c. If there is an appraisal, we will still retain our right to deny the claim.
 - d. Each party will:
 - 1) Pay its chosen appraiser; and
 - 2) Bear the other expenses of the appraisal and umpire equally.
 2. Paragraph **E.4.b. of the Legal Action Against Us Property Loss Conditions** is replaced by the following:
 - b. The action is brought within five years after the date on which the direct physical loss or damage occurred.
 3. Paragraph **F.2.g. of the Mortgageholders Property General Conditions** is replaced by the following:
 - g. If we elect not to renew this policy, we will give written notice to the mortgageholder:
 - 1) As soon as practicable if nonrenewal is due to the Named Insured's failure to pay any premium required for renewal; or
 - 2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

B. The **Businessowners Common Policy Conditions** is amended as follows:

1. Paragraph **A.5. Cancellation** is replaced by the following:
 5. **Premium Refund**
 - a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - b. We will refund the pro rata unearned premium if the policy is:
 - 1) Cancelled by us or at our request;
 - 2) Cancelled by rewritten with us or in our company group;
 - 3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or

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- 4) Cancelled after the first year of a prepaid policy that was written for a term or more than one year.
- c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b. 2), 3) or 4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d. The cancellation will be effective even if we have not made or offered a refund.
- e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium.

2. The following is added to Paragraph **A. Cancellation**:

7. Cancellation Of Policies In Effect More Than 60 Days

- a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
 - 1) Nonpayment of premium;
 - 2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - 3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - 4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
 - 5) Nonpayment of membership dues in those cases where our bylaws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
 - 6) A material violation of a material provision of the policy.
- b. If we cancel for:
 - 1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
 - 2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

3. The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us**:

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained.

4. The following paragraph is added and supersedes any other provision to the contrary:

M. Nonrenewal

- 1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

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However, we are not required to send this notice if nonrenewal is due to the Named Insured's failure to pay any premium required for renewal.

The provisions of this Paragraph 1. do not apply to any mortgageholder.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The following paragraph is added

N. Multi-year Policies

We may issue this policy for a term in excess of 12 months with the premium adjusted on an annual basis in accordance with our rates and rules.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK-UP AND SUMP OVERFLOW

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE *

Water Back-Up and Sump Overflow Annual Per Building Aggregate Limit - \$10,000

**Water Back-Up and Sump Overflow Per Occurrence Per Covered Building
Deductible - \$500**

Premises No. Building No.

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

With respect to coverage provided by this endorsement, the provisions of the applicable Businessowners Property Coverage Form are amended as follows:

A. We will pay for direct physical loss or damage to Covered Property, caused by or resulting from:

1. Water which backs up through or overflows from a sewer or drain; or
2. Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph 2. above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

B. The coverage described in Paragraph A. of this endorsement does not apply to loss or damage resulting from an insured's failure to:

1. Keep a sump pump or its related equipment in proper working condition; or
2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

C. The most we will pay for the coverage provided under this endorsement is limited to the annual per building aggregate limit indicated in the Schedule above. Regardless of the number of occurrences, this limit is the most we will pay for the total of all loss or damage to any one covered building identified in the Schedule, which takes place in a 12-month period (starting at the beginning of the present annual policy period). The coverage provided under this endorsement is subject to and does not increase the applicable Limits of Insurance as shown in the policy or in the Declarations.

D. With respect to the coverage provided under this endorsement, Exclusion **B.1.g.** is replaced by the following exclusion:

g. Water

- 1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

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- 2) Mudslide or mudflow; or
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

But if Water, as described in **g.1)** through **g.3)**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- E.** With respect to the coverage provided under this endorsement, Section **D. Deductibles** is replaced by the following:

We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the Deductible amount of \$500. In the event that loss or damage occurs at more than one covered building as a result of one occurrence, the per covered building deductible shown in the Schedule above will apply to each building. We will then pay the amount of loss or damage in excess of the Deductible, subject to the annual per building aggregate limit shown in the Schedule above. No other deductible in this policy applies to the coverage provided by this endorsement.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

SCHEDULE *

Name Of Person Or Organization:

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

Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in the **Businessowners Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Supporting Document Schedules

		Review Status:	
Bypassed -Name:	Uniform Transmittal Document- Property & Casualty	Approved	10/30/2008
Bypass Reason:	Required information is provided elsewhere in this filing.		
Comments:			