

SERFF Tracking Number: *XLAM-125866881* State: *Arkansas*
 Filing Company: *Greenwich Insurance Company* State Tracking Number: *EFT \$50*
 Company Tracking Number: *08GD-IS-CP25-MU-AR-F*
 TOI: *01.0 Property* Sub-TOI: *01.0001 Commercial Property (Fire and Allied Lines)*
 Product Name: *Commercial Property-Allied Lines*
 Project Name/Number: *Property Coverage Enhancement Endorsement and Rule/08GD-IS-CP25-MU-AR-F*

Company and Contact

Filing Contact Information

Jill Kelly, State Filings Analyst *Jill.Kelly@xlgroup.com*
 1201 North Market Street, Suite 501 (302) 661-7090 [Phone]
 Wilmington, DE 19801 (302) 778-4190[FAX]

Filing Company Information

Greenwich Insurance Company CoCode: 22322 State of Domicile: Delaware
 1201 North Market street Group Code: 1285 Company Type:
 Suite 501
 Wilmington, DE 19801 Group Name: State ID Number:
 (866) 304-3079 ext. [Phone] FEIN Number: 95-1479095

Filing Fees

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

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
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| Greenwich Insurance Company | \$50.00 | 10/21/2008 | 23368671 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|------------------|------------|----------------|
| Approved | Llyweyia Rawlins | 10/24/2008 | 10/24/2008 |

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Disposition

Disposition Date: 10/24/2008

Effective Date (New): 10/24/2008

Effective Date (Renewal): 10/24/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|---------------|---|---------|--------------|--------------------------------------|----------------------|-------------|---|
| Approved | Property coverage Enhancement Endorsement | XIP 400 | 0908 | Endorsement/New Amendment/Conditions | | 0.00 | XIP 400 0908 Property Coverage Enhancement Endorsement Endt.pdf |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM – CP 00 10
 CAUSES OF LOSS – SPECIAL FORM – CP 10 30

If coverage is provided elsewhere in this policy for the same loss or damage, the coverage under this Property Coverage Enhancement Endorsement will apply excess over any other coverage.

The total amount payable in any one occurrence shall not exceed the Limit of Insurance specified in the Schedule of this Property Coverage Enhancement Endorsement regardless of the number of locations insured.

SCHEDULE

| PROPERTY COVERAGE ENHANCEMENT | LIMIT OF INSURANCE |
|--|---|
| A. Accounts Receivable | \$25,000 |
| B. Valuable Papers and Records (Other Than Electronic Data) | \$25,000 |
| C. Outdoor Signs | \$10,000 |
| D. Glass | \$ 5,000 (\$500 per plate) |
| E. Fine Arts | \$25,000 |
| F. Outdoor Property | \$25,000 (\$500 any one tree, shrub, plant) |
| G. Newly Acquired Property: | |
| Buildings | \$500,000 |
| Your Business Personal Property | \$250,000 |
| H. Employee Personal Effects | \$10,000 (\$2,500 any one employee) |
| I. Property of Others | \$50,000 |
| J. Electronic Data Processing Equipment | \$25,000 |
| K. Property Off-Premises | \$25,000 |
| L. Property in Transit | \$25,000 |
| M. Back Up of Sewers and Drains | \$25,000 |

| | |
|---|---|
| N. Loss to the Undamaged Portion of the Building, Demolition Cost Coverage, Increased Cost of Construction | \$100,000 |
| O. Pollution Clean Up | \$25,000 |
| P. Debris Removal | \$25,000 |
| Q. Fire Department Service Charge | \$25,000 |
| R. Fire Protection Equipment Recharge | \$15,000 |
| S. Arson Reward | \$10,000 |
| T. Employee Theft | \$10,000 |
| U. Money and Securities | \$10,000 (on premises) \$25,000 (off premises) |

1. Coverage Enhancements

We will pay for direct physical loss of or damage to Covered Property at the Covered Location(s) described in the Declarations caused by or resulting from any Covered Causes of Loss. This Property Coverage Enhancement Endorsement modifies insurance provided under the Causes of Loss – Special Form CP 10 30 and Building And Personal Property Coverage Form CP 00 10. If other Causes of Loss forms are endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Property Coverage Enhancement Endorsement.

2. Broadened Premises Extension

Under CP 00 10, Section A. Coverage, Item 1. Covered Property is amended as follows:

The limitation of 100 feet is increased to 1,000 feet in the following paragraphs:

- 1.a. Building, Item (5) (b)**
- 1.b. Your Business Personal Property**
- 1.c. Personal Property Of Others, Item (2)**

Under CP 00 10, Section A. Coverage, Item 5. Coverage Extensions the first paragraph is deleted and replaced by the following:

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,000 feet of the described premises.

3. Deductible

Each Property Coverage Enhancement shall be adjusted separately and from the amount of the adjusted loss an amount of **\$1,000** (unless another Deductible is specified below or otherwise indicated within the Coverage Enhancement section itself) shall be deducted from all coverage(s) listed in this Property Coverage Enhancement Endorsement. When the occurrence involves loss to more than one covered item the losses will not be combined in determining application of the Deductible. However, the Deductible will be applied only once per occurrence.

Deductible (If other than \$1,000 as specified above): \$_____

4. Covered Causes of Loss

See Causes of Loss - Special Form CP 10 30

5. Covered Property

A. Accounts Receivable

1. We will pay:
 - a. All amounts due from your customers that you are unable to collect;
 - b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
 - c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
 - d. Other reasonable expenses that you incur to re-establish your records of accounts receivable;that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

2. Additional exclusions applicable to the Accounts Receivable Property Coverage Enhancement:

We will not pay for loss or damage caused by or resulting from any of the following:

 - a. Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or "other property".

This exclusion applies only to the extent of the wrongful giving, taking or withholding.
 - b. Bookkeeping, accounting or billing errors or omissions.
 - c. Electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:
 - i. Programming errors or faulty machine instructions;
 - ii. Faulty installation or maintenance of data processing equipment or component parts;
 - iii. An occurrence that took place more than 1,000 feet from your Covered Location(s); or
 - iv. Interruption of electrical power supply, power surge, blackout or brownout if the cause of such occurrence took place more than 1,000 feet from your Covered Location(s).

But we will pay for direct loss or damage caused by lightning.

3. The most we will pay for loss or damage in any one occurrence under this Property Coverage Enhancement is \$25,000.

B. Valuable Papers and Records (Other Than Electronic Data)

Under CP 00 10, A. Coverage, 5. Coverage Extensions, Item c. Valuable Papers And Records (Other Than Electronic Data), is deleted and replaced by the following:

c. Valuable Papers and Records (Other Than Electronic Data)

1. We will pay the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Property Coverage Enhancement does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under J. Electronic Data Processing Equipment within the Property Coverage Enhancement Endorsement.
2. The most we will pay to replace or restore the lost information under this Property Coverage Enhancement is \$25,000 at each described Covered Location(s). We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

C. Outdoor Signs

Under CP 00 10, C. Limits Of Insurance, the second paragraph is deleted and replaced by the following:

The most we will pay for loss or damage to outdoor signs attached to buildings under this Property Coverage Enhancement is \$10,000 per sign in any one occurrence.

D. Glass

We will pay for direct physical loss of or damage to glass, including lettering and ornamentation that is part of the exterior of a covered building which you own or are legally liable for at the time of the loss.

We will also pay the following:

1. Your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss.
2. Your expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
3. Repair or replacement of the frames immediately encasing the damaged glass.
4. Your expenses incurred to remove or replace obstructions when repairing or replacing the Covered Property. This does not include removing or replacing window displays.
5. The most we will pay under this Property Coverage Enhancement is \$5,000 for each Covered Location with a maximum of \$500 per plate.

E. Fine Arts

We will pay for direct physical loss of or damage to Covered Property at the Covered Location(s) described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property means:
 - a. Your fine arts; and
 - b. Fine arts of others that are in your care, custody or control;

2. Property Not Covered
 - a. Property while on exhibition at fair grounds or any national or international exposition; or
 - b. Contraband, or property in the course of illegal transportation or trade.
3. Additional exclusions applicable to the Fine Arts Property Coverage Enhancement:

We will not pay for loss or damage caused by or resulting from any of the following:

 - a. Breakage of art glass windows, statuary, glassware, bric-a-brac, marble, porcelain and similar fragile property.

But we will pay for such loss or damage caused directly by fire, lightning, explosion, windstorm, vandalism, aircraft, rioters, strikers, "theft" or attempted "theft", or by accident to the vehicle carrying the property if these causes of loss would be covered under Causes of Loss - Special Form, CP 10 30.
 - b. Any repairing, restoration or retouching of the Covered Property. This exclusion does not apply if damage to the fine art is caused by a Covered Cause Of Loss.
 - c. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
 - d. Unauthorized instructions to transfer property to any person or to any place.
 - e. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
 - f. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.
4. Valuation
 - a. The value of the Covered Property will be the least of the following amounts:
 - i. The actual cash value of that property;
 - ii. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
 - iii. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.
5. The most we will pay for loss or damage in any one occurrence under this Property Coverage Enhancement is \$25,000.

F. Outdoor Property

Under CP 00 10, A. Coverage, 5. Coverage Extensions, Item e., Outdoor Property, is deleted and replaced by the following:

e. Outdoor Property

We will pay for direct physical loss of or damage to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Property Coverage Enhancement is \$25,000, but not more than \$500 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

G. Newly Acquired Property:

Under CP 00 10, A. Coverage, 5. Coverage Extensions, Item a., Newly Acquired Or Constructed Property, is deleted and replaced by:

a. Newly Acquired Or Constructed Property

1. Buildings

If this policy covers Building, the Property Coverage Enhancement Endorsement applies to:

- a. Your new buildings while being built on a Covered Location; and
- b. Buildings you acquire at locations, other than a Covered Location, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Property Coverage Enhancement is \$500,000 at each building.

2. Your Business Personal Property

- a. If this policy covers Your Business Personal Property, coverage under the Property Coverage Enhancement Endorsement applies to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
 - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
 - (iii) Business personal property that you newly acquire, located at a Covered Location.
- b. This Property Coverage Enhancement Endorsement does not apply to:
 - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
 - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

The most we will pay for loss or damage under this Property Coverage Enhancement is \$250,000 at each building.

3. Period Of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- a. This policy expires;
- b. 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as Covered Property; or
- c. You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

H. Employee Personal Effects

Under CP 00 10, A. Coverage, 5. Coverage Extensions, Item b., Personal Effects And Property Of Others, Paragraph (1) is deleted and replaced by the following:

- (1) Personal effects owned by you, your officers, your partners or "members", your "managers" or your "employees". This extension does not apply to loss or damage by "theft".

The most we will pay under this Property Coverage Enhancement for loss or damage is \$10,000 (maximum of \$2,500 for any one "employee") at Covered Location(s). Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

I. Property of Others

Under CP 00 10, A. Coverage, 5. Coverage Extensions, Item b., Personal Effects And Property Of Others, Paragraph (2) is deleted and replaced by the following:

- (2) Personal property of others in your care, custody or control.

The most we will pay under this Property Coverage Enhancement for loss or damage is \$50,000 at each Covered Location(s). Our payment for loss of or damage to Personal Property of Others will only be for the account of the owner of the property

J. Electronic Data Processing Equipment:

Under CP 00 10, A. Coverage, 4. Additional Coverages, Item f., Electronic Data, is deleted and replaced by:

f. Electronic Data Processing Equipment

1. Covered Property does not include: Electronic data, except as provided under Paragraphs 2, 3 and 4 below, means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This Paragraph 1., does not apply to your "stock" of prepackaged software.
2. Subject to the provisions of this Property Coverage Enhancement, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
3. The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage – Electronic Data, subject to the following:
 - a. Coverage under this Additional Coverage – Electronic Data is limited to the "specified causes of loss", and Collapse under CP 10 30 D. Additional Coverage - Collapse.

- b. The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any "employee", including a temporary or leased "employee", or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
4. The most we will pay under this Property Coverage Enhancement is \$25,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

K. Property Off-Premises

Under CP 00 10, A. Coverage, 5. Coverage Extensions, Item d., Property Off-Premises is deleted and replaced by the following:

d. Property Off-Premises

1. We will pay for direct physical loss of or damage to your Covered Property while it is away from the Covered Location, if it is:
 - a. Temporarily at a location you do not own, lease or operate;
 - b. In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - c. At any fair, trade show or exhibition.
2. This Property Enhancement Coverage Endorsement does not apply to property:
 - a. In or on a vehicle; or
 - b. 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.
3. The most we will pay under this Property Coverage Enhancement Endorsement for loss or damage is \$25,000.

L. Property in Transit

Under CP 10 30, F. Additional Coverage Extensions, 1., Property in Transit, is deleted and replaced by the following:

1. Property in Transit

This Extension applies only to your personal property to which this form applies.

- a. We will pay for direct physical loss of or damage to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 1,000 feet from the Covered Location(s). Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

- b. Loss or damage must be caused by or result from one of the following causes of loss:
 - i. Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - ii. Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
 - iii. "Theft" of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay under this Property Coverage Enhancement for loss or damage under this Extension is \$25,000.

M. Back up of Sewer and Drains

Under CP 10 30, B. Exclusions, g. Water, Paragraph (3) is deleted. The following is added to CP 10 30, Item C. Limitations:

- 5. We will pay not more than \$25,000 in any one occurrence for loss or damage to Covered Property caused directly by water that backs up from a sewer, drain or sump that is part of the insured building or occupied by the insured as a tenant.

N. Loss To The Undamaged Portion Of The Building, Demolition Cost Coverage, Increased Cost of Construction

Under CP 00 10, A. Coverage, 4. Additional Coverages, Item e. Increased Cost of Construction, is deleted and replaced by the following:

1. Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

2. Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.

3. Increased Cost Of Construction Coverage

a. With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

- (1) Repair or reconstruct damaged portions of that building; and/or
- (2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

- b. When a building is damaged or destroyed in accordance with 3.a. above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in 3.a.:
 - (1) The cost of excavations, grading, backfilling and filling;
 - (2) Foundation of the building;
 - (3) Pilings; and
 - (4) Underground pipes, flues and drains.

The items listed in b. (1) through b. (4) above are deleted from Property Not Covered, but only with respect to the coverage described in this Paragraph 3.a.
- c. This Property Coverage Enhancement applies only to buildings to which the Replacement Cost Optional Coverage Applies.

4. We will not pay for;

- a. any costs due to an ordinance or law that;
 - (1) You were required to comply with before the loss, even when the building was undamaged; and
 - (2) You failed to comply with.
- b. The enforcement of any ordinance or law which required demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- c. Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, test, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

The most we will pay under this Property Coverage Enhancement for the total of all covered losses under this section N. individually or combined in any one occurrence is \$100,000.

O. Pollution Clean Up

Under CP 00 10, A. Coverages, 4. Additional Coverages, Item d., Pollutant Clean Up And Removal, is deleted and replaced by:

d. Pollution Clean Up

We will pay your expense to extract "pollutants" from land or water at the Covered Location(s) if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that first occurs or is discovered during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Property Coverage Enhancement for each Covered Location(s) is \$25,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

P. Debris Removal

Under CP 00 10, A. Coverages, 4. Additional Coverages, Item a. Debris Removal Sections (1), (2), (3) and (4), are deleted and replaced by the following:

- (1) Subject to Paragraph (3), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of direct physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (3)(a) and/or (3)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

Q. Fire Department Service Charge

Under CP 00 10, A. Coverage, 4. Additional Coverages, Item c., Fire Department Service Charge, is deleted and replaced by:

c. Fire Department Service Charge

When a fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$25,000 for your liability for fire department service charges:

- (1) Assumed by contract of agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

R. Fire Protection Equipment Recharge

We will pay your costs to:

- a. Recharge or refill your fire protective equipment; and
- b. Clean up and remove the fire extinguishing agent, resulting from the discharge of the fire extinguishing agent from the fire protective equipment.

The discharge must be:

- i. caused by a Covered Cause of Loss;

- ii. a result from the intended operation of the fire protective equipment to prevent or control Covered Cause of Loss;
- iii. accidental; or
- iv. result from a malfunction of the fire protective equipment.

We will not pay for damage:

- a. If you fail to maintain the fire protective equipment in proper operating condition; or
- b. Caused by discharge at the time of servicing, refilling or testing of the fire protective equipment.

The most we will pay under this Property Coverage Enhancement for loss or damage in any one occurrence is \$15,000

S. Arson Reward

- 1. We will pay a reward to anyone who provides information that leads to the arrest and conviction of the individual who commits arson with respect to any property covered by this policy. This Property Enhancement Endorsement does not cover any reward in connection with a loss caused by or resulting from a Terrorism act as defined by the Terrorism Risk Insurance Act of 2002 or any extension thereof.
- 2. The most we will pay under this Property Coverage Enhancement is \$10,000 regardless of the number of individuals who provide information that leads to arrest and conviction as explained in Item 1 above.

No Deductible applies to this Additional Coverage.

T. Employee Theft

- 1. We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.
- 2. This Property Coverage Enhancement does not cover:
 - a. Acts Committed by You, Your Partners or Your "Members"
Loss resulting from "theft" or any other dishonest act committed by:
 - (i) You; or
 - (ii) Any of your partners or "members";whether acting alone or in collusion with other persons.
 - b. Acts of Employees Learned of by You Prior to the Policy Period
Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.
 - c. Acts of Employees, Managers, Directors, Trustees or Representatives
Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:
 - (i) Whether acting alone or in collusion with other persons; or
 - (ii) While performing services for you or otherwise;

d. Confidential Information

Loss resulting from:

- (i) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (ii) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Indirect Loss

Loss that is an indirect result of an "event" covered under Section T. Employee Theft of this Property Coverage Enhancement including, but not limited to, loss resulting from:

- (i) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (ii) Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this policy.
- (iii) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

f. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (i) An inventory computation; or
- (ii) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

g. Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

h. Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

3. The most we will pay under this Property Coverage Enhancement for loss in any one occurrence is \$10,000.

U. Money and Securities

1. Inside the Premises – Theft of Money and Securities

- a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":
 - i. Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or
 - ii. Resulting directly from disappearance or destruction.
- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

2. Inside the Premises – Robbery or Safe Burglary of Other Property
 - a. We will pay for loss of or damage to "other property":
 - i. Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
 - ii. Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
 - b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
 - c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".
3. Outside the Premises
 - a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
 - b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".
4. This Property Coverage Enhancement does not cover:
 - a. Acts Committed by You, Your Partners or Your Members
Loss resulting from "theft" or any other dishonest act committed by:
 - i. You; or
 - ii. Any of your partners or "members";
whether acting alone or in collusion with other persons.
 - b. Acts of Employees Learned of by You Prior to the Policy Period
Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this policy and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the policy period shown in the Declarations.
 - c. Acts of Employees, Managers, Directors, Trustees or Representatives
Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:
 - i. Whether acting alone or in collusion with other persons; or
 - ii. While performing services for you or otherwise.
 - d. Confidential Information
Loss resulting from:
 - i. The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
 - ii. The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Indirect Loss

Loss that is an indirect result of an "event" covered under Section U. Money and Securities under this Property Coverage Enhancement including, but not limited to, loss resulting from:

- i. Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- ii. Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this policy.
- iii. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

f. Accounting or Arithmetical Errors or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

g. Exchanges or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

h. Fire

Loss or damage resulting from fire, however caused, except:

- i. Loss of or damage to "money" and "securities"; and
- ii. Loss from damage to a safe or vault.

i. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

j. Motor Vehicles or Equipment and Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

k. Transfer or Surrender of Property

- i. Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
 - (a) On the basis of unauthorized instructions;
 - (b) As a result of a threat to do bodily harm to any person;
 - (c) As a result of a threat to do damage to any property;
 - (d) As a result of a threat to introduce a denial of service attack into your computer system;
 - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
 - (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
 - (g) As a result of a threat to disseminate, divulge or utilize:
- ii. Your confidential information; or
- iii. Weaknesses in the source code within your computer system.
- iv. But this exclusion does not apply to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:
 - (a) Had no knowledge of any threat at the time the conveyance began; or
 - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

I. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

m. Voluntary Parting of Title to or Possession of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

5. The most we will pay under this Property Coverage Enhancement for loss in any one occurrence is \$10,000 on-premises and \$25,000 off-premises.

V. Definitions:

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
3. "Employee" means:
 - a. Any natural person:
 - (i) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee"; and
 - (ii) Who you compensate directly by salary, wages or commissions; and
 - (iii) Who you have the right to direct and control while performing services for you;
 - b. Any natural person who is furnished temporarily to you:
 - (i) To substitute for a permanent "employee" as defined in Paragraph a., who is on leave; or
 - (ii) To meet seasonal or short-term workload conditions;while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
 - c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(ii);
 - d. Any natural person who is:
 - (i) A trustee, officer, "employee", administrator or "manager", except an administrator or "manager" who is an independent contractor, of any "employee benefit plan"; and
 - (ii) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";
 - e. Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;
 - f. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";
 - g. Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or
 - h. Any of your "managers", directors or trustees while:
 - (i) Performing acts within the scope of the usual duties of an "employee"; or

- (ii) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
 - i. "Employee" does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character.
4. "Event" means:
- a. An individual act or event;
 - b. The combined total of all separate acts whether or not related; or
 - c. A series of acts whether or not related
- committed by an "employee" acting alone or in collusion with other persons, during the policy period shown in the Declarations
- 5. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
 - 6. "Manager" means a person serving in a directorial capacity for a limited liability company.
 - 7. "Member(s)" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
 - 8. "Messenger" means you, or a relative of yours, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".
 - 9. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
 - 10. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this policy.
 - 11. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
 - 12. "Premises" means that interior portion of the building at the address shown in the Declarations that you occupy for your business.
 - 13. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
 - a. Caused or threatened to cause that person bodily harm; or
 - b. Committed an obviously unlawful act witnessed by that person.
 - 14. "Safe burglary" means the unlawful taking of:
 - a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
 - b. A safe or vault from inside the "premises".
 - 15. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
but does not include "money".
- 16. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities.
 - b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.
- 17. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
- 18. "Theft" means the unlawful taking of property to your deprivation.
- 19. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

SERFF Tracking Number: *XLAM-125866881* *State:* *Arkansas*
Filing Company: *Greenwich Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *08GD-IS-CP25-MU-AR-F*
TOI: *01.0 Property* *Sub-TOI:* *01.0001 Commercial Property (Fire and Allied Lines)*

Product Name: *Commercial Property-Allied Lines*
Project Name/Number: *Property Coverage Enhancement Endorsement and Rule/08GD-IS-CP25-MU-AR-F*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: XLAM-125866881 State: Arkansas
Filing Company: Greenwich Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08GD-IS-CP25-MU-AR-F
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: Commercial Property-Allied Lines
Project Name/Number: Property Coverage Enhancement Endorsement and Rule/08GD-IS-CP25-MU-AR-F

Supporting Document Schedules

Review Status:
Bypassed -Name: Uniform Transmittal Document- Property & Casualty **Approved** 10/24/2008
Bypass Reason: According to SERFF, this document is no longer required since the information is already included in the General Information screen.
Comments:

Review Status:
Satisfied -Name: Support Documents **Approved** 10/24/2008
Comments:
Attachments:
Explanatory Memorandum.pdf
Comparison - ISO v. XL.pdf

**Explanatory Memorandum
Property Coverage Enhancement Endorsement XIP 400 0908
Greenwich Insurance Company**

Greenwich Insurance Company's Property Coverage Enhancement Endorsement XIP 400 0908 is designed to be used with ISO's Building and Personal Property Coverage Form CP 00 10 and ISO's Causes of Loss – Special Form CP 10 30. It is an optional endorsement which provides higher limits for certain additional coverages and coverage extensions. This endorsement will be offered to all insureds

This is a new endorsement filing created in response for a market need to provide higher limits for these coverages. Refer to the enclosed comparison between Greenwich Insurance Company's XIP 400 0908 and ISO's CP 00 10 and CP 10 30. This comparison chart details the differences in limits and coverages provided.

XIP 400 0908 is designed to be a mandatory endorsement. A flat charge premium will be charged based on a percentage of the Building and Business Personal Property premium charged. Refer to the Greenwich Insurance Company rating rule page for other premium details.

Comparison of XL's Property Coverage Enhancement Endorsement XIP 400 0908 and ISO Forms*

*ISO Building and Personal Property Coverage Form CP 00 10 and Causes of Loss – Special Form (CP 10 30)

| Item | XL Limit or Coverage | ISO Limit or Coverage | Additional Explanation |
|---|--|---|--|
| 1. Accounts Receivable | \$25,000 in any one occurrence | Not addressed | The XL endorsement provides Accounts Receivable coverage that is not provided in the ISO forms. This is an additional coverage. Comparable coverage would be provided under an Accounts Receivable coverage form such as ISO's CM 00 66. |
| 2. Valuable Papers & Records (Other Than Electronic Data) | \$25,000 at each described Covered Location | \$2,500 at each described premises | No difference in coverage provided; XL endorsement provides higher limit. |
| 3. Outdoor Signs | \$10,000 per sign in any one occurrence | \$1,000 per sign in any one occurrence | No difference in coverage provided; XL endorsement provides higher limit. |
| 4. Glass | \$5,000 (\$500 per plate) | No specific limit | The XL endorsement provides increased coverage in addition to the standard ISO coverage. Increased coverage includes damage for damaged lettering/ornamentation to the outside of the building for example. |
| 5. Fine Arts | \$25,000 in any one occurrence | Other than the special limits for the following (standard in CP 10 30) , there is no comparable Fine Art coverage in these ISO forms: \$2,500 for furs, fur garments, etc. \$2,500 for jewelry, watches, etc. | The XL endorsement provides Fine Art coverage that is not provided in the ISO forms. This is an additional coverage. Comparable coverage would be provided under a Fine Art coverage form. |
| 6. Outdoor Property | \$25,000 (\$500 for any one tree, shrub or plant) | \$1,000 maximum (\$250 for any one tree, shrub or plant) | No difference in coverage provided; XL endorsement provides higher limits. |

| Item | XL Limit or Coverage | ISO Limit or Coverage | Additional Explanation |
|---|---|---|---|
| 7. Newly Acquired Property - Buildings - Your Business Personal Property | \$500,000 each building \$250,000 each building | \$250,000 each building \$100,000 each building | No difference in coverage provided; XL endorsement provides higher limits. |
| 8. Employee Personal Effects | \$10,000 (\$2,500 any one employee) | \$2,500 (no per employee limit) | No coverage difference; however, the XL endorsement defines "members", "managers" and "employees" and provides higher limits. |
| 9. Property of Others | \$50,000 | \$2,500 | No difference in coverage provided; XL endorsement provides higher limit. |
| 10. Electronic Data Processing Equipment | \$25,000 | \$2,500 | No difference in coverage provided; XL endorsement provides higher limit. |
| 11. Property Off-Premises | \$25,000 | \$10,000 | No difference in coverage provided; XL endorsement provides higher limit. |
| 12. Property in Transit | \$25,000 (in transit more than 1,000 feet from Covered Location) | \$5,000 (in transit more than 100 feet from described premises) | No difference in coverage provided except for greater distance from Covered Premises/described location; XL endorsement also provides higher limit. |
| 13. Back Up of Sewers and Drains | \$25,000 in any one occurrence | Not covered | ISO excludes water that backs up or overflows from a sewer, drain or sump; refer to Exclusion g.(3) in CP 10 30. |
| 14. Loss to the Undamaged Portion of the Building, Demolition Cost Coverage, Increased Cost of Construction | \$100,000 in any one occurrence | \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If blanket or more than one building, then the lesser of \$10,000 or 5% times the value of the damaged building times the applicable coinsurance percentage. | XL endorsement applies to increased costs to repair or reconstruct (1) grading, etc., (2) building foundation, (3) pilings and (4) underground pipes, flues and drains. This is excluded in ISO's form. |
| 15. Pollution Clean Up | \$25,000 for the sum of all covered expenses | \$10,000 for the sum of all covered expenses | No difference in coverage provided; XL endorsement provides higher limit. |

| Item | XL Limit or Coverage | ISO Limit or Coverage | Additional Explanation |
|--|---|---|--|
| 16. Debris Removal | Maximum payment for debris removal expense may reach but never exceed the Limit of Insurance on the Covered Property that sustained loss or damage, plus \$25,000 | Maximum payment for debris removal expense may reach but never exceed the Limit of Insurance on the Covered Property that sustained loss or damage, plus \$10,000 | No difference in coverage provided; XL endorsement provides higher limit. |
| 17. Fire Department Service Charge | \$25,000 | \$1,000 | No difference in coverage provided; XL endorsement provides higher limit. |
| 18. Fire Protection Equipment Recharge | \$15,000 in any one occurrence | Not addressed | XL provides an enhancement that is not addressed in ISO forms |
| 19. Arson Reward | \$10,000 maximum regardless of the number of individuals who provide information | Not addressed | This is a reward payment to anyone who provides information that leads to the arrest and conviction of the individual who commits arson with respect to any property covered by the policy. It excludes TRIA or TRIPRA-related losses. |
| 20. Employee Theft | \$10,000 in any one occurrence | Not addressed | The XL endorsement provides coverage for Employee Theft that is not addressed in the ISO forms. |
| 21. Money and Securities | \$10,000 (on premises) \$25,000 (off premises) | Not addressed | The XL endorsement provides coverage for Money and Securities that is not addressed in the ISO forms. |
| 22. Broadened Premises Extension | 1,000 feet | 100 feet | |