

SERFF Tracking Number: ARKS-125895298 State: Arkansas
Filing Company: 14265 - INDIANA LUMBERMENS MUTUAL INS CO State Tracking Number: #90041809 \$50
Company Tracking Number: 4575
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1000 CMP Sub-TOI Combinations
Portion Only
Product Name: n/a
Project Name/Number: /

Filing at a Glance

Company: 14265 - INDIANA LUMBERMENS MUTUAL INS CO
Product Name: n/a SERFF Tr Num: ARKS-125895298 State: Arkansas
TOI: 05.1 Commercial Multi-Peril - Non-Liability SERFF Status: Closed State Tr Num: #90041809 \$50
Portion Only
Sub-TOI: 05.1000 CMP Sub-TOI Combinations Co Tr Num: 4575 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins
Author: Disposition Date: 11/12/2008
Date Submitted: 11/10/2008 Disposition Status: Approved
Effective Date Requested (New): 12/15/2008 Effective Date (New): 12/15/2008
Effective Date Requested (Renewal): 12/15/2008 Effective Date (Renewal): 12/15/2008

State Filing Description:

General Information

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/12/2008
State Status Changed: 11/12/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

Company and Contact

SERFF Tracking Number: ARKS-125895298 State: Arkansas
Filing Company: 14265 - INDIANA LUMBERMENS MUTUAL State Tracking Number: #90041809 \$50
INS CO
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TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1000 CMP Sub-TOI Combinations
Portion Only
Product Name: n/a
Project Name/Number: /

Filing Contact Information

NA NA, NA@NA.com
NA (123) 555-4567 [Phone]
NA, AR 00000

Filing Company Information

14265 - INDIANA LUMBERMENS MUTUAL CoCode: 14265 State of Domicile: Arkansas
INS CO
No Address Group Code: Company Type:
City, AR 99999 Group Name: State ID Number:
(999) 999-9999 ext. [Phone] FEIN Number: 99-9999999

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/12/2008	11/12/2008

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Disposition

Disposition Date: 11/12/2008

Effective Date (New): 12/15/2008

Effective Date (Renewal): 12/15/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ARKS-125895298 State: Arkansas
 Filing Company: 14265 - INDIANA LUMBERMENS MUTUAL State Tracking Number: #90041809 \$50
 INS CO
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	ARKS-125895298		Yes

SERFF Tracking Number: ARKS-125895298 State: Arkansas
Filing Company: 14265 - INDIANA LUMBERMENS MUTUAL State Tracking Number: #90041809 \$50
INS CO
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Portion Only
Product Name: n/a
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ARKS-125895298 State: Arkansas
Filing Company: 14265 - INDIANA LUBBERMENS MUTUAL State Tracking Number: #90041809 \$50
INS CO
Company Tracking Number: 4575
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1000 CMP Sub-TOI Combinations
Portion Only
Product Name: n/a
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: ARKS-125895298

11/12/2008

Comments:

Attachment:

ARKS-125895298.pdf



ARKS-125895298

HR

Indiana Lumbermens Mutual Insurance Company · ILM

National Building Material Assurance Company · NBMA

Lone Star National Insurance Company · LSN

90041809
50.00

November 6, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 W 3rd St
Little Rock, AR 72201-1904

Re: INDIANA LUMBERMENS MUTUAL INSURANCE COMPANY
NAIC # 14265
ILM FILING # 4575
Commercial Output Program
Valued Business Income Coverage form filing

Indiana Lumbermens is a member of AAIS for the Commercial Output Program. In this filing, we wish to submit our independent forms for Valued Business Income coverage: 17961108 - Valued Business Income Endorsement and Schedule 17971108. Valued Business Income Coverage will be an optional coverage that can be requested by the insured. It will allow the insured to select daily limits for various durations and production schedules, providing more options and pricing points for business income coverage.

We are requesting an effective date of 12/15/2008.

Enclosed are the required copies of the filing, including transmittals, filing fees, certifications, and supplements, as may be required by the Commissioner's office, along with a postage paid envelope for your convenience in replying.

Respectfully submitted,

Christopher Noland
Regulatory Compliance Specialist
(800) 428-1441 EXT 606
cnoland@ilmgroup.com

Approved until withdrawn
or revoked

NOV 12 2008

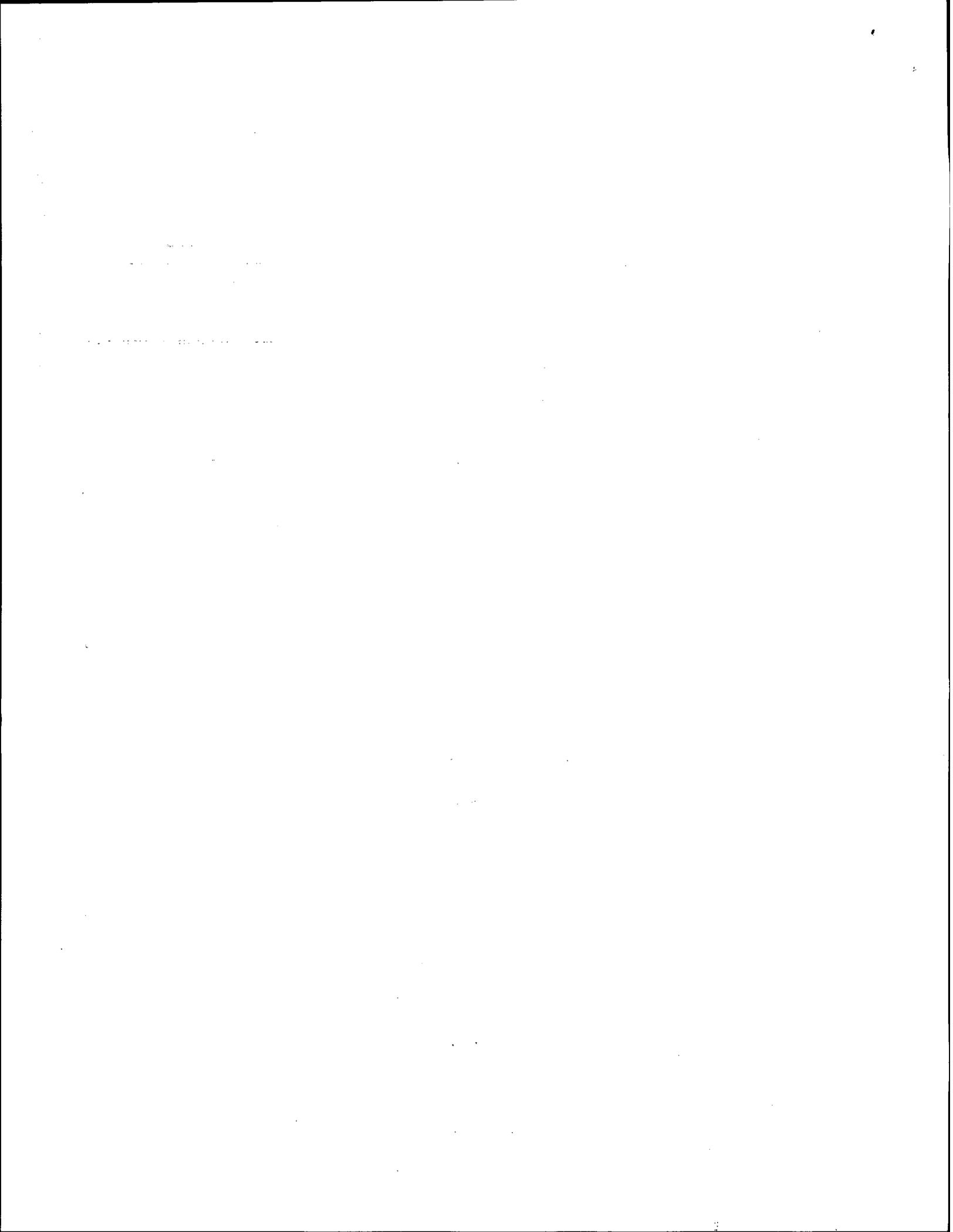
Arkansas Insurance Department

By: *HR*

RECEIVED

NOV 10 2008

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT



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

1. Reserved for Insurance Dept. Use Only

Approved until withdrawn or revoked

NOV 12 2008

Arkansas Insurance Department
By: *RR*

2. Insurance Department Use only

a. Date the filing is received:

b. Analyst:

c. Disposition:

d. Date of disposition of the filing:

e. Effective date of filing:

New Business	RECEIVED
Renewal Business	

f. State Filing #: NOV 10 2008

g. SERFF Filing #:

h. Subject Codes

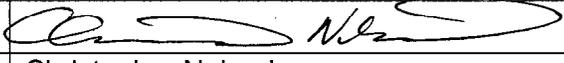
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

3. Group Name	ILM Group			Group NAIC #	246
4. Company Name(s)	Domicile	NAIC #	FEIN #		
Indiana Lumbermens Mutual Insurance Co.	IN	14265	35-0410420		

5. Company Tracking Number	4575
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Christopher Noland 3600 Woodview Trace Indianapolis, IN 46268	Compliance Specialist	800-428-1441 x606	866-293-6591	cnoland@ilmgroup.com

7. Signature of authorized filer 

8. Please print name of authorized filer Christopher Noland

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

9. Type of Insurance (TOI)	5.0000 Commercial Multi-Peril
10. Sub-Type of Insurance (Sub-TOI)	5.1000 CMP Non-Liability Portion
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Commercial Output Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input checked="" type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 12/15/2008 Renewal: 12/15/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	11/6/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

2

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # 4575

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Indiana Lumbermens is a member of AAIS for the Commercial Output Program. In this filing, we wish to submit our independent forms for Valued Business Income coverage: 17961108 - Valued Business Income Endorsement and Schedule 17971108. Valued Business Income Coverage will be an optional coverage that can be requested by the insured. It will allow the insured to select daily limits for various durations and production schedules, providing more options for business income coverage.

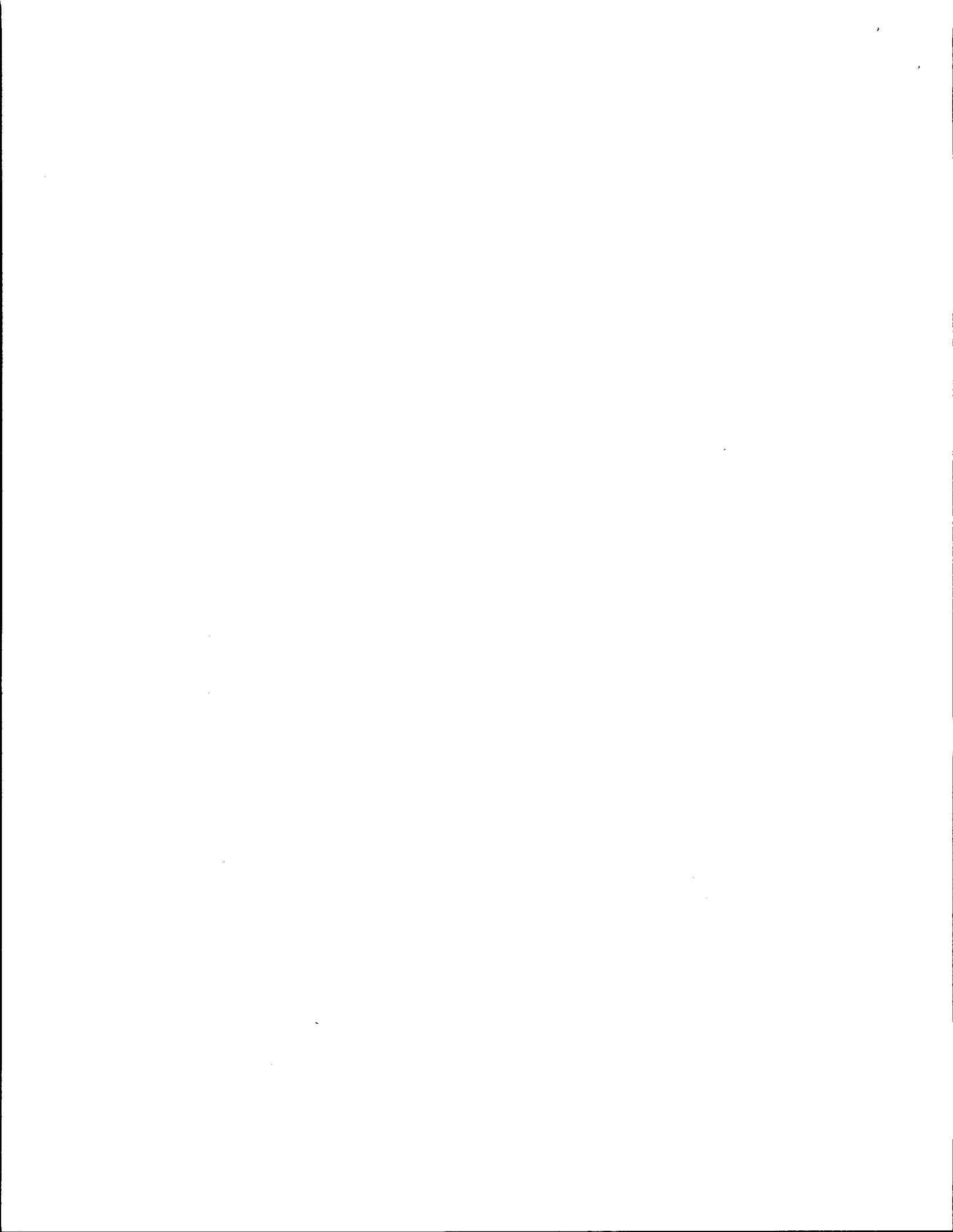
22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 90041809
Amount: \$50.00

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

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

PC TD-1 pg 2 of 2



FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	4575
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Valued Business Income Coverage Endorsement	17961108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Valued Business Income Schedule	17971108	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

4

VALUED BUSINESS INCOME COVERAGE ENDORSEMENT

**THIS ENDORSEMENT CHANGES THE POLICY
PLEASE READ IT CAREFULLY**

LOCATION ITEM	LOCATION OF PREMISES	YOUR DAILY INDEMNITY LIMIT	PER OCCURRENCE LIMIT

Throughout this form the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to Indiana Lumbermens Mutual Insurance Company.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION E -DEFINITIONS.

A. COVERAGE

"We" will pay for the actual loss of "Valued Business Income" "you" sustain due to the necessary "suspension" of "your" "operations" during the "Period of Restoration". This coverage begins 72 hours after the covered cause of loss occurs. The "suspension" must be caused by direct physical loss of or damage to Covered Buildings and/or Equipment at the premises which are described in the above schedule and for which a "Valued Business Income" Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss.

Coverage is provided as described and limited below for which a Limit of Insurance is shown in the Declarations.

1. Covered Causes of Loss, Exclusions And Limitations

See Sections: Perils Covered and Perils Excluded under the Commercial Output Program Property Coverage Part.

2. Additional Limitation - Interruption of Computer "Operations"

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of "electronic data", or any loss or damage to

"electronic data", except as provided under the Additional Coverage - Interruption of Computer "operations".

3. Additional Coverages

a. Expenses to Reduce Loss

In the event of a covered loss of "valued business income", "we" will pay necessary expenses "you" incur, except the cost of extinguishing a fire, to avoid further loss of "valued business income". The total of "our" payment for "Valued Business Income" loss and Expenses to Reduce Loss will not be more than the "Valued Business Income" loss that would have been payable under this Coverage Form if the Expenses to Reduce Loss had not been incurred. This coverage does not increase the Limit of Insurance.

b. Civil Authority

"We" will pay for the actual loss of "Valued Business Income" "you" sustain caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. This coverage

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begins 72 hours after the time of that action, and will apply for a period of up to three consecutive weeks from the date on which the coverage begins.

c. Alterations and New Buildings.

We will pay for the actual loss of Business Income you sustain due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on at or within 1000 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations" the "Period of Restoration" will begin on the date "Operations" would have begun if the direct physical loss or damage had not occurred.

d. Coverage Extension Acquired Locations

- a. You may extend "your" Business Income Coverage to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most "we" will pay for loss under this Extension is 10% of the Limit of Insurance for Business Income shown in the above schedule, but not more than \$50,000 at each location.
- c. Insurance under this Extension for each newly acquired location will end when the first of any of the following occurs:

- (1) This policy expires;
- (2) 30 days after you acquire or begin to construct the property; or
- (3) You report values to "us".

"We" will charge "you" additional premium for values reported from the date "you" acquire the property.

This Extension is additional insurance.

e. Interruption of Computer "Operations"

- (1) Under this Additional Coverage, "electronic data" has the meaning described under Additional Limitation.
- (2) Subject to all provisions of this Additional Coverage, "you" may extend the insurance that applies to Business Income to apply to a "suspension" of "operations" caused by an interruption in computer "operations" due to destruction or corruption of "electronic data" due to a Covered Cause of Loss.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
 - (a) Coverage under this Additional Coverage - Interruption of Computer "operations" is limited to the "specified causes of loss" and Collapse as defined in the Policy.
 - (b) If the Causes of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage - Interruption of Computer "operations".
 - (c) The Covered Causes of Loss includes 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,

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that is designed to damage or destroys any part of the system or disrupts its normal operation. There is no coverage for an interruption related to 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, maintain, repair or replace that system.

- (4) The most "we" will pay under this Additional Coverage— Interruption of Computer "operations" is \$2,500 for all loss sustained in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss sustained as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss in a subsequent policy year(s), all loss is deemed to be sustained in the policy year in which the interruption began.
- (5) This Additional Coverage - Interruption of Computer "operations" does not apply to loss sustained after the end of the "Period of Restoration", even if the amount of insurance stated in (4) above has not been exhausted.

B. LIMITS OF INSURANCE

1. "Total Suspension"

In case of "total suspension" of "your" "operations" "we" will pay up to the limit of the amount stated for each time period as stated in the schedule above until the Buildings and/or Equipment is repaired and "operations" resume or the total time period increments are paid, whichever comes first. In no event will "we" pay more than the limit of insurance stated in the schedule above.

2. "Partial Suspension"

In case of "partial suspension" of "your" "operations" the limit "we" will pay is that proportion of the amount fixed for "total suspension", which the decrease in production of the Buildings and/or Equipment bears to "full production" for each time period, not to exceed the number of time period increments shown in the schedule above.

3. "Your" Daily Indemnity Limit

The most "we" will pay for loss in any one occurrence is "your" Daily Indemnity Limit shown above.

The limit applicable to the Coverage Extension for Newly Acquired Locations is in addition to "your" Daily Indemnity Limit.

Payments under the following Additional Coverages will not increase.

4. Overhead Transmission Lines

If the "schedule of coverages" indicates that overhead transmission lines are excluded, coverage under this endorsement does not include loss to overhead transmission lines that deliver utility service to "you". Overhead transmission lines include, but are not limited to:

- a. overhead transmission and distribution lines;
- b. overhead transformers and similar equipment; and
- c. supporting poles and towers.

C. LOSS CONDITIONS

The following condition applies in addition to the Common Policy Conditions, the Commercial Property Conditions, and Loss Conditions of the Building and Personal Property Coverage Form.

Resumption of "Operations"

"We" will reduce the amount of "your" "valued business income" loss to the extent "you" can resume "your" "operations" in whole or in part by using damaged or

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undamaged property (including merchandise or stock at the described premises or elsewhere.

If "you" do not resume "operations" or do not resume "operations" as quickly as possible, "we" will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

D. LOSS DETERMINATION

To determine the amount of Daily Indemnity, first determine the number of days worked per week. The amount of Daily Indemnity multiplied by the total number of "work day(s)" for the "suspension" period desired must equal the limit of loss.

Example

Limit of Insurance: \$100,000
Your Daily Indemnity Limit: 10,000

If in this example the "suspension" of "operations" is total and the actual time of "suspension" is 3 days, the most "we" will pay is \$30,000

OR

\$10,000	1 st Work Day
\$10,000	2 nd Work Day
\$10,000	3 rd Work day
<hr/>	
\$30,000	Total Payment

If the "suspension" of the "operations" is only partial, for example 24% loss of production, and the time of "partial suspension" is 3 days, the most "we" will pay is \$7,200

OR

\$2,400	1 st Work Day
\$2,400	2 nd Work Day
\$2,400	3 rd Work Day
<hr/>	
\$7,200	Total Payment

E. DEFINITIONS

1. **"Electronic data"** 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, referred to in the foregoing description of "electronic data", 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.
2. **"Full Production"** means the average production indicated by the six months just prior to the loss, and adjusted for the probable experience for six months following the loss.
3. **"Normally"** means the condition that would have existed had no loss occurred.
4. **"Operations"** means use and occupancy of the buildings and equipment for producing a product.
5. **"Partial Suspension"** means:
 - a. The slowdown of "your" business activities; or
 - b. That a part of the described premises is rendered untenable.
6. **"Period of Restoration"** means the period of time that:
 - a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends the earlier of:

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- (1) The date when the covered buildings and/or equipment at the described premises should be repaired, rebuilt or replaced, with reasonable speed and similar quality; or
- (2) The date when business is resumed at a new permanent location.

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

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

"Period of Restoration" does not include any time period during which "operations" would not "normally" have occurred. This would include, but is not limited to, vacations and other scheduled closings.

The expiration of this policy will not cut short the "Period of Restoration".

7. **"Suspension"** means:

- a. The slowdown or cessation of "your" business activities; or
- b. That a part of all of the described premises is rendered untenable.

8. **"Total suspension"** means:

- a. The cessation of "your" business activities; or
- b. That all of the described premises are rendered untenable.

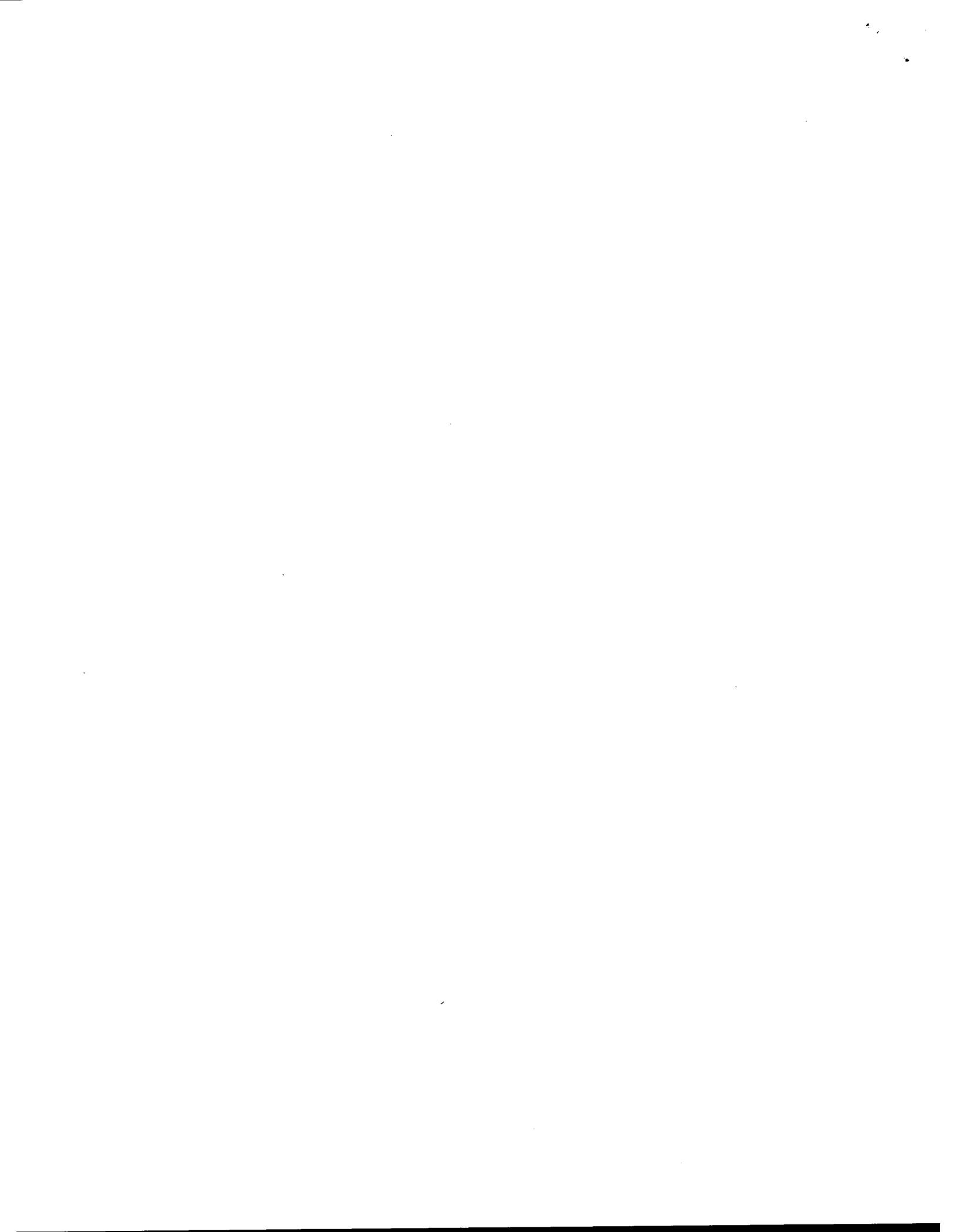
9. **"Valued Business Income"** means:

the amount "you" elect to insure as represented on a schedule of anticipated earnings "you" provide "us" and "we" agree to insure as the basis for "your" coverage.

10. **"Work Day"** means:

A period of 24 hours, beginning at midnight, during which the "operations" of "your" business were or "normally" would have been performed.

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VALUED BUSINESS INCOME SCHEDULE

LOCATION ITEM	LOCATION OF PREMISES	YOUR DAILY INDEMNITY LIMIT	PER OCCURRENCE LIMIT
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