

<i>SERFF Tracking Number:</i>	<i>TWRG-125888870</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Tower Insurance Company of New York</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>08-AR-3-CF-73</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Commercial Property -Independent</i>		
<i>Project Name/Number:</i>	<i>AR CP Flood, EQ Forms/08-AR-3-CF-73</i>		

## Filing at a Glance

Company: Tower Insurance Company of New York

Product Name: Commercial Property - Independent  
 SERFF Tr Num: TWRG-125888870 State: Arkansas

TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: 08-AR-3-CF-73	State Status: Fees verified and received
Filing Type: Form	Co Status: Pending	Reviewer(s): Betty Montesi, Llyweyia Rawlins

Author: Sheila Levine	Disposition Date: 11/07/2008
Date Submitted: 11/06/2008	Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

Effective Date (New): 11/07/2008

Effective Date (Renewal):  
11/07/2008

State Filing Description:

## General Information

Project Name: AR CP Flood, EQ Forms

Project Number: 08-AR-3-CF-73

Reference Organization: N/A

Reference Title:

Filing Status Changed: 11/07/2008

State Status Changed: 11/06/2008

Corresponding Filing Tracking Number: 08-AR-2-CF-72

Filing Description:

Tower Insurance Company of New York (TICNY) is submitting for your approval our independent Commercial Property forms. We are proposing an effective date coincident with your date of approval.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

We are revising the Earthquake (CP9 10 03 10 08) endorsement and introducing a Special Flood (CP9 10 07 10 08),



SERFF Tracking Number: TWRG-125888870 State: Arkansas  
 Filing Company: Tower Insurance Company of New York State Tracking Number: EFT \$50  
 Company Tracking Number: 08-AR-3-CF-73  
 TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
 Product Name: Commercial Property -Independent  
 Project Name/Number: AR CP Flood, EQ Forms/08-AR-3-CF-73

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/07/2008	11/07/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Amendment	Note To Reviewer	Sheila Levine	11/07/2008	11/07/2008
Missing Endorsement	Note To Filer	Llyweyia Rawlins	11/07/2008	11/07/2008

*SERFF Tracking Number:*      *TWRG-125888870*                      *State:*                      *Arkansas*  
*Filing Company:*              *Tower Insurance Company of New York*              *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *08-AR-3-CF-73*  
*TOI:*                      *01.0 Property*                      *Sub-TOI:*                      *01.0001 Commercial Property (Fire and Allied Lines)*  
  
*Product Name:*                      *Commercial Property -Independent*  
*Project Name/Number:*              *AR CP Flood, EQ Forms/08-AR-3-CF-73*

## **Disposition**

Disposition Date: 11/07/2008

Effective Date (New): 11/07/2008

Effective Date (Renewal): 11/07/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TWRG-125888870 State: Arkansas  
 Filing Company: Tower Insurance Company of New York State Tracking Number: EFT \$50  
 Company Tracking Number: 08-AR-3-CF-73  
 TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
 Product Name: Commercial Property -Independent  
 Project Name/Number: AR CP Flood, EQ Forms/08-AR-3-CF-73

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	Special Flood Endorsement	Approved	Yes
Form	Superior Flood Endorsement	Approved	Yes
Form	Earthquake Endorsement	Approved	Yes

*SERFF Tracking Number:*      *TWRG-125888870*                      *State:*                      *Arkansas*  
*Filing Company:*              *Tower Insurance Company of New York*              *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *08-AR-3-CF-73*  
*TOI:*                      *01.0 Property*                      *Sub-TOI:*                      *01.0001 Commercial Property (Fire and Allied Lines)*  
  
*Product Name:*                      *Commercial Property -Independent*  
*Project Name/Number:*              *AR CP Flood, EQ Forms/08-AR-3-CF-73*

**Note To Reviewer**

**Created By:**

Sheila Levine on 11/07/2008 09:56 AM

**Subject:**

Amendment

**Comments:**

We inadvertantly referred to the IDR form and it was previously approved by your department in #117414 \$50.

We are sorry for any inconveniences that this may have caused.

We hope that you will now be in a position to approve our filing.

*SERFF Tracking Number:*      *TWRG-125888870*                      *State:*                      *Arkansas*  
*Filing Company:*              *Tower Insurance Company of New York*              *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *08-AR-3-CF-73*  
*TOI:*                      *01.0 Property*                      *Sub-TOI:*                      *01.0001 Commercial Property (Fire and Allied Lines)*  
  
*Product Name:*                      *Commercial Property -Independent*  
*Project Name/Number:*              *AR CP Flood, EQ Forms/08-AR-3-CF-73*

**Note To Filer**

**Created By:**

Llyweyia Rawlins on 11/07/2008 09:25 AM

**Subject:**

Missing Endorsement

**Comments:**

Hello Sheila

In reviewing this filing, per your notes on the general information tab. You were filing four revised forms but I only received three.

I am missing the Identity Recovery Coverage (IL9 04 02 12 07) endorsements.

Please attach this form so I can finish reviewing this filing.

Sincerely,

Llyweyia Rawlins

SERFF Tracking Number: TWRG-125888870 State: Arkansas  
 Filing Company: Tower Insurance Company of New York State Tracking Number: EFT \$50  
 Company Tracking Number: 08-AR-3-CF-73  
 TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
 Product Name: Commercial Property -Independent  
 Project Name/Number: AR CP Flood, EQ Forms/08-AR-3-CF-73

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Special Flood Endorsement	CP9 10 07	10 08	Endorsement/Amendment/Conditions	New	0.00	CP9 10 07 10 08_Special Flood End't.pdf
Approved	Superior Flood Endorsement	CP9 10 08	10 08	Endorsement/Amendment/Conditions	New	0.00	CP9 10 08 10 08_Superior Broad Flood End't.pdf
Approved	Earthquake Endorsement	CP9 10 03	10 08	Endorsement/Amendment/Conditions	Replaced	Replaced Form #: 0.00 CP9 10 03 10 06 Previous Filing #: #117414 \$50	CP9 10 03 10 08_Earthquake End't.pdf

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

## **SPECIAL FLOOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART**

#### **SCHEDULE\***

Total Aggregate Flood Limit        \$ \_\_\_\_\_

Premises Limits, Deductible and Waiting Period:

Bldg. No./ Prem. No.	Aggregate Limit	Per Occurrence Limit	Per Occurrence Physical Damage Deductible	Per Occurrence Business Income Waiting Period
/				
/				
/				

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

**I. The CAUSES OF LOSS — SPECIAL FORM is changed as follows:**

The term Covered Cause of Loss includes the Additional Coverage — Flood as described and limited below.

**A.** We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from:

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

**B. Exclusions B.1.g. Water** does not apply to the extent that coverage is provided under this endorsement.

**II. The following is added to Section C. Limitations of the CAUSES OF LOSS — SPECIAL FORM:**

The most we will pay for loss or damage covered under the Additional Coverage — Flood, including both Property Damage and Business Interruption, during any 12 month period, or fraction thereof beginning with the effective date shown in the declarations and ending with the next occurring policy anniversary or expiration date (whichever comes first), regardless of the number of occurrences and buildings involved, is the Total Aggregate Flood Limit shown in the Schedule of the Flood Endorsement. Subject to the Total Aggregate Flood Limit, the most we will pay for such loss or damage to a building during any 12 month period, or fraction thereof beginning with the effective date shown in the declarations and ending with the next occurring policy anniversary or expiration date (whichever comes first), regardless of the number of occurrences, is the Aggregate Limit shown in

**POLICY NUMBER:**  
**EFFECTIVE DATE:**

**COMMERCIAL PROPERTY**  
**CP9 10 07 10 08**

the Schedule corresponding to that building. Subject to the applicable aggregate limits, the most we will

pay for such loss or damage to a building in any one occurrence is the Per Occurrence Limit shown in the Schedule corresponding to that building. In no event will we pay more than any applicable limit shown in the Schedule for any such loss or damage, as set forth above, even if a cause or event other than flood, as described in the Additional Coverage — Flood, directly or indirectly contributes concurrently or in any sequence with flood to the loss or damage, whether or not such other cause or event is a Covered Cause of Loss. However, if flood, as described in that coverage, results in fire, explosion or sprinkler leakage, then:

- a. the most we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage will be the applicable Limit of Insurance shown in the Declarations; and
- b. the most we will pay for the loss or damage caused by or resulting from flood and any contributing cause or event other than fire, explosion or sprinkler leakage will be the Per Occurrence Limit shown in the Schedule, subject to the applicable aggregate limits shown in the Schedule.

But in no event will we pay more for the combined loss or damage described in **a.** and **b.** above than the applicable Per Occurrence Limit shown in the Schedule, subject to the applicable aggregate limits shown in the Schedule, or the applicable Limit of Insurance shown in the Declarations, whichever is greater.

**III. The following is added to Section D. Deductible of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:**

With respect to coverage under the Additional Coverage — Flood, the Deductible shown in the Schedule of the Flood Endorsement replaces the Deductible shown in the Declarations, even if a cause or event other than flood, as described in the Additional Coverage — Flood, directly or indirectly contributes concurrently or in any sequence with flood to the loss or damage, whether or not such other cause or event is a Covered Cause of Loss. However, if flood results in fire, explosion or sprinkler leakage, then:

- a. the Deductible shown in the Declarations will apply to the loss or damage caused by that fire, explosion or sprinkler leakage; and
- b. the Deductible shown in the Schedule of the Flood Endorsement will apply to the loss or damage caused by or resulting from flood and any contributing cause or event other than fire, explosion or sprinkler leakage.

If an endorsement to the policy applies a higher deductible than the Deductible shown in the Schedule of the Flood Endorsement to loss or damage to which the Deductible shown in the Schedule of the Flood Endorsement would otherwise be applicable, then the higher deductible will apply to the extent applicable.

The Deductible shown in the Schedule of the Flood Endorsement, to the extent applicable, will apply separately for each building and occurrence unless otherwise stated and does not apply to Business Income, "Rental Value" loss or Extra Expense.

If the adjusted amount of loss or damage covered under Additional Coverage — Flood is less than or equal to the Deductible, we will not pay for that loss or damage. If the adjusted amount exceeds the Deductible, we will then subtract the amount of the Deductible from the adjusted amount, and will pay the resulting amount or the Limit of Insurance, whichever is less.

If you have "primary insurance" that insures against any loss or damage covered under Additional Coverage — Flood, and the amount of loss payable under that "primary insurance":

- a. exceeds the Deductible shown in the Schedule above, the Deductible shall not apply to any adjusted amount of loss or damage covered under Additional Coverage — Flood;

- b. is less than the Deductible shown in the Schedule above, the Deductible shall apply only to the extent it exceeds the amount of loss payable under your "primary insurance".
- IV. With respect to coverage under the Additional Coverage — Flood only, the definition of "period of restoration" in Section **G. Definitions** of the **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM** is deleted and replaced with the following:

"Period of restoration" means the period of time that:

a. Begins:

- (1) after the applicable Waiting Period shown in the Schedule of the Flood Endorsement has elapsed for Business Income or "Rental Value" coverage; or
- (2) Immediately after the time of direct physical loss or damage at the described premises for Extra Expense coverage; and

b. Ends on the earlier of:

- (1) The date when the property 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.

The Waiting Period:

- (1) will apply separately at each building for each occurrence, as set forth in the Schedule of the Flood Endorsement;
- (2) begins immediately after the time of direct physical loss or damage at the described premises; or

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

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

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

- V. The following is added to Section **H. Definitions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

"Primary insurance" means:

- a. insurance covering all or any part of the Deductible stated in the Schedule of the Flood Endorsement, including insurance provided under the National Flood Insurance Program; and
- b. any other valid and collectible insurance covering any amount excess of the Deductible stated in the Schedule of the Flood Endorsement, but not any insurance provided by this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SUPERIOR FLOOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

#### SCHEDULE\*

Total Aggregate Flood Limit \$ \_\_\_\_\_

Premises Limits, Deductible and Waiting Period:

Bldg. No./ Prem. No.	Aggregate Limit	Per Occurrence Limit	Per Occurrence Physical Damage Deductible	Per Occurrence Business Income Waiting Period
/				
/				
/				

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

I. The **CAUSES OF LOSS — SPECIAL FORM** is changed as follows:

The term Covered Cause of Loss includes the Additional Coverage — Flood as described and limited below.

A. We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from:

1. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
2. Mudslide or Mudflow;
3. Water that backs up or overflows from a sewer, drain or sump;
4. 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;
  - c. Doors, windows or other openings.

B. **Exclusions B.1.g. Water** does not apply to the extent that coverage is provided under this endorsement.

C. If endorsement CP9 04 02 or CP9 04 03 is a part of the policy, the **WATER BACK UP OF SEWERS AND DRAINS** section of that endorsement is hereby deleted.

**II. The following is added to Section C. Limitations of the CAUSES OF LOSS — SPECIAL FORM:**

The most we will pay for loss or damage covered under the Additional Coverage — Flood, including both Property Damage and Business Interruption, during any 12 month period, or fraction thereof beginning with the effective date shown in the declarations and ending with the next occurring policy anniversary or expiration date (whichever comes first), regardless of the number of occurrences and buildings involved, is the Total Aggregate Flood Limit shown in the Schedule of the Flood Endorsement. Subject to the Total Aggregate Flood Limit, the most we will pay for such loss or damage to a building during any 12 month period, or fraction thereof beginning with the effective date shown in the declarations and ending with the next occurring policy anniversary or expiration date (whichever comes first), regardless of the number of occurrences, is the Aggregate Limit shown in the Schedule corresponding to that building. Subject to the applicable aggregate limits, the most we will pay for such loss or damage to a building in any one occurrence is the Per Occurrence Limit shown in the Schedule corresponding to that building. In no event will we pay more than any applicable limit shown in the Schedule for any such loss or damage, as set forth above, even if a cause or event other than flood, as described in the Additional Coverage — Flood, directly or indirectly contributes concurrently or in any sequence with flood to the loss or damage, whether or not such other cause or event is a Covered Cause of Loss. However, if flood, as described in that coverage, results in fire, explosion or sprinkler leakage, then:

- a. the most we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage will be the applicable Limit of Insurance shown in the Declarations; and
- b. the most we will pay for the loss or damage caused by or resulting from flood and any contributing cause or event other than fire, explosion or sprinkler leakage will be the Per Occurrence Limit shown in the Schedule, subject to the applicable aggregate limits shown in the Schedule.

But in no event will we pay more for the combined loss or damage described in **a.** and **b.** above than the applicable Per Occurrence Limit shown in the Schedule, subject to the applicable aggregate limits shown in the Schedule, or the applicable Limit of Insurance shown in the Declarations, whichever is greater.

**III. The following is added to Section D. Deductible of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:**

With respect to coverage under the Additional Coverage — Flood, the Deductible shown in the Schedule of the Flood Endorsement replaces the Deductible shown in the Declarations, even if a cause or event other than flood, as described in the Additional Coverage — Flood, directly or indirectly contributes concurrently or in any sequence with flood to the loss or damage, whether or not such other cause or event is a Covered Cause of Loss. However, if flood results in fire, explosion or sprinkler leakage, then:

- a. the Deductible shown in the Declarations will apply to the loss or damage caused by that fire, explosion or sprinkler leakage; and
- b. the Deductible shown in the Schedule of the Flood Endorsement will apply to the loss or damage caused by or resulting from flood and any contributing cause or event other than fire, explosion or sprinkler leakage.

If an endorsement to the policy applies a higher deductible than the Deductible shown in the Schedule of the Flood Endorsement to loss or damage to which the Deductible shown in the Schedule of the Flood Endorsement would otherwise be applicable, then the higher deductible will apply to the extent applicable.

The Deductible shown in the Schedule of the Flood Endorsement, to the extent applicable, will apply separately for each building and occurrence unless otherwise stated and does not apply to Business Income, "Rental Value" loss or Extra Expense.

If the adjusted amount of loss or damage covered under Additional Coverage — Flood is less than or equal to the Deductible, we will not pay for that loss or damage. If the adjusted amount exceeds the Deductible, we will then subtract the amount of the Deductible from the adjusted amount, and will pay the resulting amount or the Limit of Insurance, whichever is less.

If you have “primary insurance” that insures against any loss or damage covered under Additional Coverage — Flood, and the amount of loss payable under that “primary insurance”:

- a. exceeds the Deductible shown in the Schedule above, the Deductible shall not apply to any adjusted amount of loss or damage covered under Additional Coverage — Flood;
- b. is less than the Deductible shown in the Schedule above, the Deductible shall apply only to the extent it exceeds the amount of loss payable under your “primary insurance”.

**IV. With respect to coverage under the Additional Coverage — Flood only, the definition of “period of restoration” in Section G. Definitions of the BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM is deleted and replaced with the following:**

“Period of restoration” means the period of time that:

- a. Begins:
  - (1) after the applicable Waiting Period shown in the Schedule of the Flood Endorsement has elapsed for Business Income or “Rental Value” coverage; or
  - (2) Immediately after the time of direct physical loss or damage at the described premises for Extra Expense coverage; and
- b. Ends on the earlier of:
  - (1) The date when the property 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.

The Waiting Period:

- (1) will apply separately at each building for each occurrence, as set forth in the Schedule of the Flood Endorsement;
- (2) begins immediately after the time of direct physical loss or damage at the described premises; or

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

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

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

**V. The following is added to Section H. Definitions of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:**

“Primary insurance” means:

- a. insurance covering all or any part of the Deductible stated in the Schedule of the Flood Endorsement, including insurance provided under the National Flood Insurance Program; and
- b. any other valid and collectible insurance covering any amount excess of the Deductible stated in the Schedule of the Flood Endorsement, but not any insurance provided by this policy.

POLICY NUMBER:  
EFFECTIVE DATE:

COMMERCIAL PROPERTY  
CP9 10 03 10 08

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

## **EARTHQUAKE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART**

#### **SCHEDULE\***

Premises Limits, Deductible and Waiting Period:

Bldg. No./ Prem. No.	Aggregate Limit	Per Occurrence Limit	Per Occurrence Physical Damage Deductible	Per Occurrence Business Income Waiting Period
/				
/				
/				

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

**I. Section B. Exclusions, Item b. Earth Movement, of CAUSES OF LOSS - SPECIAL FORM CP 10 30 is deleted and replaced with the following:**

#### **b. Earth Movement**

- (1)** Landslide, including any earth sinking, rising or shifting related to such event;
- (2)** Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (3)** Earth sinking, rising or shifting (other than sinkhole collapse and earthquake, including any earth sinking, rising or shifting related to such event), including soil conditions that cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(3)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

All earthquakes and aftershocks that occur within any 168 hour period during the term of this endorsement will constitute a single occurrence.

- (4)** Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a)** Airborne volcanic blast or airborne shock waves;
- (b)** Ash, dust or particulate matter; or
- (c)** Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

**POLICY NUMBER:**  
**EFFECTIVE DATE:**

**COMMERCIAL PROPERTY**  
**CP9 10 03 10 08**

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

**II. The following is hereby added to section C. Limitations of the CAUSES OF LOSS — SPECIAL FORM:**

The most we will pay for loss or damage caused by or resulting from earthquake, including any earth sinking, rising or shifting related to such event, during any 12 month period, or fraction thereof beginning with the effective date shown in the declarations and ending with the next occurring policy anniversary or expiration date (whichever comes first), regardless of the number of occurrences and buildings involved, is the Total Aggregate Earthquake Limit shown in the Schedule of the Earthquake Endorsement. Subject to the Total Aggregate Earthquake Limit, the most we will pay for such loss or damage to a building during any 12 month period, or fraction thereof beginning with the effective date shown in the declarations and ending with the next occurring policy anniversary or expiration date (whichever comes first), regardless of the number of occurrences, is the Aggregate Limit shown in the Schedule corresponding to that building. Subject to the applicable aggregate limits, the most we will pay for such loss or damage to a building in any one occurrence is the Per Occurrence Limit shown in the Schedule corresponding to that building. In no event will we pay more than any applicable limit shown in the Schedule for any such loss or damage, as set forth above, even if a cause or event other than earthquake directly or indirectly contributes concurrently or in any sequence with earthquake to the loss or damage, whether or not such other cause or event is a Covered Cause of Loss. However, if earthquake results in fire or explosion, then:

- a. the most we will pay for the loss or damage caused by that fire or explosion will be the applicable Limit of Insurance shown in the Declarations; and
- b. the most we will pay for the loss or damage caused by or resulting from earthquake and any contributing cause or event other than fire or explosion will be the applicable Per Occurrence Limit shown in the Schedule, subject to the applicable aggregate limits shown in the Schedule.

But in no event will we pay more for the combined loss or damage described in **a.** and **b.** above than the applicable Per Occurrence Limit shown in the Schedule, subject to the applicable aggregate limits shown in the Schedule, or the applicable Limit of Insurance shown in the Declarations, whichever is greater.

**III. The following is added to Section D. Deductible of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:**

With respect to loss or damage caused by or resulting from earthquake, including any earth sinking, rising or shifting related to such event, the Deductible shown in the Schedule of the Earthquake Endorsement replaces the Deductible shown in the Declarations, even if a cause or event other than earthquake directly or indirectly contributes concurrently or in any sequence with earthquake to the loss or damage, whether or not such other cause or event is a Covered Cause of Loss. However, if earthquake results in fire or explosion, then:

- a. the Deductible shown in the Declarations will apply to the loss or damage caused by that fire or explosion; and
- b. the Deductible shown in the Schedule of the Earthquake Endorsement will apply to the loss or damage caused by or resulting from earthquake and any contributing cause or event other than fire or explosion.

If an endorsement to the policy applies a higher deductible than the Deductible shown in the Schedule of the Earthquake Endorsement to loss or damage to which the Deductible shown in the Schedule of the Earthquake Endorsement would otherwise be applicable, then the higher deductible will apply to the extent applicable.

The Deductible shown in the Schedule of the Earthquake Endorsement, to the extent applicable, will apply separately for each building and occurrence unless otherwise stated and does not apply to Business Income, "Rental Value" loss or Extra Expense.

If the adjusted amount of such loss or damage is less than or equal to the Deductible, we will not pay for that loss or damage. If the adjusted amount exceeds the Deductible, we will then subtract the amount of the Deductible from the adjusted amount, and will pay the resulting amount or the Limit of Insurance, whichever is less.

- IV. With respect to loss or damage caused by or resulting from earthquake, including any earth sinking, rising or shifting related to such event, even if a cause or event other than earthquake directly or indirectly contributes concurrently or in any sequence with earthquake to the loss or damage, whether or not such other cause or event is a Covered Cause of Loss, the definition of "period of restoration" in Section **G. Definitions** of the **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM** is deleted and replaced with the following:

"Period of restoration" means the period of time that:

a. Begins:

- (1) after the applicable Waiting Period shown in the Schedule of the Earthquake Endorsement has elapsed for Business Income or "Rental Value" coverage; or
- (2) Immediately after the time of direct physical loss or damage at the described premises for Extra Expense coverage; and

b. Ends on the earlier of:

- (1) The date when the property 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.

The Waiting Period:

- (1) will apply separately at each building for each occurrence, as set forth in the Schedule of the Earthquake Endorsement;
- (2) begins immediately after the time of direct physical loss or damage at the described premises.

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

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

*SERFF Tracking Number:*      *TWRG-125888870*                      *State:*                      *Arkansas*  
*Filing Company:*              *Tower Insurance Company of New York*              *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *08-AR-3-CF-73*  
*TOI:*                      *01.0 Property*                      *Sub-TOI:*                      *01.0001 Commercial Property (Fire and Allied Lines)*  
  
*Product Name:*                      *Commercial Property -Independent*  
*Project Name/Number:*              *AR CP Flood, EQ Forms/08-AR-3-CF-73*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: TWRG-125888870 State: Arkansas  
Filing Company: Tower Insurance Company of New York State Tracking Number: EFT \$50  
Company Tracking Number: 08-AR-3-CF-73  
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: Commercial Property -Independent  
Project Name/Number: AR CP Flood, EQ Forms/08-AR-3-CF-73

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 11/07/2008

**Comments:**  
See attached.

**Attachments:**  
PC TD-1.pdf  
PC FFS-1.pdf

**Satisfied -Name:** Explanatory Memorandum **Review Status:** Approved 11/07/2008

**Comments:**  
See attached.

**Attachment:**  
CF Flood\_EQ Forms Explanatory Memorandum\_10-08.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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<b>3. Group Name</b>	<b>Group NAIC #</b>

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

<b>5. Company Tracking Number</b>	
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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

7. Signature of authorized filer	
8. Please print name of authorized filer	

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input 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: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

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 #:  
Amount:

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

**PROPERTY & CASUALTY 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 the state.)

	This filing transmittal is part of Company Tracking #				
	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
	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)
1			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
2			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
3			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
4			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
5			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
6			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
7			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
8			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
9			<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		

**COMMERCIAL PROPERTY FORMS**  
**EXPLANATORY MEMORANDUM**

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**1. Special Flood Endorsement, # CP9 10 07 10 08**

We are proposing to introduce a new special version of our Flood endorsement to provide more flexibility in terms of limits per location and per policy as well as deductibles per location. The way that we are providing Flood coverage is by deleting the water exclusion in the Cause of Loss Special form and excluded the portion applicable to just Flood coverage.

We want to have the ability to have primary coverage as our current endorsement only provides excess over the National Flood Insurance Program (NFIP). The standard deductible is \$25,000, which can be increased or decreased with the application of deductible relativity factors. Please see the attached rating rule associated with this optional endorsement.

On a limited number of renewals which have the expiring endorsement (CP9 10 01), we may keep this older endorsement.

**2. Superior Flood Endorsement, # CP9 10 08 10 08**

We are proposing to introduce a new superior version of our Flood endorsement. In this endorsement we are deleting Water Back Up of Sewers and Drains if the enhancements endorsements are attached to the policy.

We want to have the ability to have primary coverage as our current endorsement only provides excess over the National Flood Insurance Program (NFIP).

The standard deductible is \$25,000, which can be increased or decreased with the application of deductible relativity factors. Please see the attached rating rule associated with this optional endorsement.

**3. Earthquake Endorsement, # CP9 10 03 10 08**

This endorsement is being revised from the 10 06 edition to provide more flexibility in terms of limits per location and per policy as well as deductibles per location. We revised the rating structure to be more in line with the exposure. Therefore, instead of a flat charge, the rating will be based on the total insurance value we are insuring.

The standard deductible is \$25,000, which can be increased or decreased with the application of deductible relativity factors. Instead of a flat charge the rating will be based on the total insurance value that we are insuring. Please see the attached rating rule associated with this optional endorsement.