

SERFF Tracking Number: ZURC-125879099 State: Arkansas
First Filing Company: American Zurich Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: CW CF 27898
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: CW CF 27898 puc municipal risks
Project Name/Number: /

Filing at a Glance

Companies: American Zurich Insurance Company, American Guarantee and Liability Insurance Company, Zurich American Insurance Company of Illinois, Zurich American Insurance Company

Product Name: CW CF 27898 puc municipal risks SERFF Tr Num: ZURC-125879099 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: CW CF 27898

State Status: Fees verified and received

Filing Type: Form

Co Status: Not Applicable

Reviewer(s): Betty Montesi, Llyweyia Rawlins

Author: Dannielle Curry

Disposition Date: 11/05/2008

Date Submitted: 11/04/2008

Disposition Status: Approved

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

Effective Date (New): 01/01/2009

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

Effective Date (Renewal): 01/01/2009

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/05/2008

State Status Changed: 11/05/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is to submit new endorsements and usage rules to be offered when writing a policy for a municipal risk.

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Company and Contact

Filing Contact Information

Dannielle Curry, Filing Analyst danielle.curry@zurichna.com
 1400 American Lane (847) 706-2411 [Phone]
 Schaumburg, IL 60196 (847) 605-7768[FAX]

Filing Company Information

American Zurich Insurance Company	CoCode: 40142	State of Domicile: Illinois
1400 American Lane	Group Code: 212	Company Type:
Schaumburg, IL 60196	Group Name:	State ID Number:
(847) 605-6000 ext. [Phone]	FEIN Number: 36-3141762	

American Guarantee and Liability Insurance Company	CoCode: 26247	State of Domicile: New York
1400 American Lane	Group Code: 212	Company Type:
Schaumburg, IL 60196	Group Name:	State ID Number:
(847) 605-6000 ext. [Phone]	FEIN Number: 36-6071400	

Zurich American Insurance Company of Illinois	CoCode: 27855	State of Domicile: Illinois
1400 American Lane	Group Code: 212	Company Type:
Schaumburg, IL 60196	Group Name:	State ID Number:
(847) 605-6000 ext. [Phone]	FEIN Number: 36-2781080	

Zurich American Insurance Company	CoCode: 16535	State of Domicile: New York
1400 American Lane	Group Code: 212	Company Type:
Schaumburg, IL 60102	Group Name:	State ID Number:
(847) 605-6000 ext. [Phone]	FEIN Number: 36-4233459	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No

<i>SERFF Tracking Number:</i>	ZURC-125879099	<i>State:</i>	Arkansas
<i>First Filing Company:</i>	American Zurich Insurance Company, ...	<i>State Tracking Number:</i>	EFT \$50
<i>Company Tracking Number:</i>	CW CF 27898		
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Fee Explanation:	AR fee \$50 per filing		
Per Company:	No		

SERFF Tracking Number: *ZURC-125879099* *State:* *Arkansas*
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Zurich Insurance Company	\$50.00	11/04/2008	23690932
American Guarantee and Liability Insurance Company	\$0.00	11/04/2008	
Zurich American Insurance Company of Illinois	\$0.00	11/04/2008	
Zurich American Insurance Company	\$0.00	11/04/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/05/2008	11/05/2008

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Disposition

Disposition Date: 11/05/2008
Effective Date (New): 01/01/2009
Effective Date (Renewal): 01/01/2009
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Memo	Approved	Yes
Form	Property Enhancement Endorsement for Municipal Risks	Approved	Yes
Form	Property Enhancement Endorsement for Municipal Risks Supplemental Schedule	Approved	Yes
Form	Animal Coverage	Approved	Yes
Form	Broadened Signs	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Property Enhancement Endorsement for Municipal Risks	U-CP-714-07 08 ACW		Endorsement/Amendment/Conditions	New	0.00	U-CP-714-A CW Property Enhancement.pdf
Approved	Property Enhancement Endorsement for Municipal Risks Supplemental Schedule	U-CP-715-07 08 ACW		Endorsement/Amendment/Conditions	New	0.00	U-CP-715-A CW Prop Supp Sched.pdf
Approved	Animal Coverage	U-CP-718-07 08 ACW		Endorsement/Amendment/Conditions	New	0.00	U-CP-718-A CW Animal Coverage.pdf
Approved	Broadened Signs	U-CP-724-07 08 ACW		Endorsement/Amendment/Conditions	New	0.00	U-CP-724-A CW Broadened Signs.pdf

Property Enhancement Endorsement For Municipal Risks



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form and the Causes Of Loss – Special Form apply unless modified by this endorsement.

The provisions of this endorsement do not apply to the premises set forth in the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule as Premises Not Covered. The Ordinance or Law Coverage provisions of this endorsement do not apply to the premises set forth in the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule as Premises Not Covered for Ordinance or Law.

A. The BUILDING AND PERSONAL PROPERTY COVERAGE FORM is amended as follows:

1. BROADENED PREMISES

The reference to 100 feet is changed to 1,000 feet where it appears in:

- a. Paragraph **A.1.a.(5)(b) Building**;
- b. Paragraph **A.1.b. Your Business Personal Property**;
- c. Paragraph **A.1.c.(2) Personal Property Of Others**; and
- d. The first sentence of Paragraph **A.5. Coverage Extensions**.

2. FOUNDATIONS

Paragraph **g. in Property Not Covered** does not apply for the purposes of this endorsement.

3. DEBRIS REMOVAL

a. Paragraph **(4)** of the **Debris Removal** Additional Coverage is replaced by the following:

(4) We will pay up to the additional Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule for debris removal expense, for each location, in any one occurrence of 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 **(4)(a)** and/or **(4)(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 the additional Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule.

- b. **EXAMPLE #2** in Paragraph **(5)** of the **Debris Removal** Additional Coverage is replaced by the following:

EXAMPLE #2

Limit of Insurance: \$ 200,000

Amount of Deductible: \$ 500

Amount of Loss: \$ 180,000

Amount of Loss Payable: \$ 179,500

(\$180,000 – \$500)

Debris Removal Expense: \$ 130,000

Debris Removal Expense Payable

Basic Amount: \$ 20,500

Additional Amount: \$ 100,000

The basic amount payable for debris removal expense under the terms of Paragraph **(3)** is calculated as follows: \$180,000 (\$179,500 + \$500) x .25 = \$45,000; capped at \$20,500. The cap applies because the sum of the loss payable (\$179,500) and the basic amount payable for debris removal expense (\$20,500) cannot exceed the Limit of Insurance (\$200,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph **(4)**, because the debris removal expense (\$130,000) exceeds 25% of the loss payable plus the deductible (\$130,000 is 72% of \$180,000), and because the sum of the loss payable and debris removal expense (\$179,500 + \$130,000 = \$309,500) would exceed the Limit of Insurance (\$200,000). The additional amount of covered debris removal expense is the amount shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule for debris removal expense (\$100,000). Thus the total payable for debris removal expense in this example is \$120,500; \$9,500 of the debris removal expense is not covered.

4. PRESERVATION OF PROPERTY

Paragraph **(2)** of the **Preservation Of Property** Additional Coverage is replaced by the following:

- (2)** Only if the loss or damage occurs within 90 days after the property is first moved.

5. FIRE DEPARTMENT SERVICE CHARGE

The **Fire Department Service Charge** Additional Coverage is replaced by the following:

c. Fire Department Service Charge

- (1)** When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule for your liability for fire department service charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

- (2)** This Additional Coverage does not apply to service charges assessed against you by a fire department or agency owned, controlled or operated by you.

- (3)** No Deductible applies to this Additional Coverage.

6. POLLUTANT CLEANUP AND REMOVAL

The last paragraph of the **Pollutant Clean-up And Removal** Additional Coverage is replaced by the following:

The most we will pay under this Additional Coverage for each described premises is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

7. ORDINANCE OR LAW COVERAGE

The **Increased Cost Of Construction** Additional Coverage is replaced by the following:

e. Ordinance Or Law Coverage

(1) Application Of Coverage(s)

The Coverage(s) provided by this section apply only if both **(1)(a)** and **(1)(b)** are satisfied and are then subject to the qualifications set forth in **(1)(c)**.

(a) The ordinance or law:

- (i)** Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- (ii)** Is in force at the time of loss.

But coverage under this section applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this section.

- (b) (i)** The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
- (ii)** The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
- (iii)** But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this section even if the building has also sustained covered direct physical damage.

(c) In the situation described in **(1)(b)(ii)** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B** and/or **C** of this section. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage. (Paragraph **(7)** of this section provides an example of this procedure.)

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages **A**, **B** and/or **C** of this section.

(2) We will not pay under Coverage **A**, **B** or **C** of this section for:

- (a)** Enforcement of any ordinance or law which requires the 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
- (b)** The costs associated with the enforcement of any ordinance or law which 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", "fungus", wet or dry rot or bacteria.

(3) Coverage

(a) Coverage A – 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 under Coverage **A** 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.

Coverage **A** is included within the Limit of Insurance shown in the Declarations as applicable to the covered building. Coverage **A** does not increase the Limit of Insurance.

(b) Coverage B – 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.

The Coinsurance Additional Condition does not apply to Demolition Cost Coverage.

(c) Coverage C – Increased Cost Of Construction Coverage

(i) With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

((a)) Repair or reconstruct damaged portions of that building; and/or

((b)) 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:

((a)) 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.

((b)) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

The Coinsurance Additional Condition does not apply to Increased Cost Of Construction Coverage.

(ii) When a building is damaged or destroyed and Coverage **C** applies to that building in accordance with **(c)(i)** above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in **(c)(i)**:

((a)) The cost of excavations, grading, backfilling and filling; and

((b)) Pilings.

The items listed in **(ii)((a))** and **((b))** above are deleted from Property Not Covered, but only with respect to the coverage described in this Provision **(c)(ii)**.

(4) Loss Payment

(a) All following loss payment Provisions, **(4)(b)** and **(c)**, are subject to the apportionment procedures set forth in **(1)(c)** of this section.

(b) When there is a loss in value of an undamaged portion of a building to which Coverage **A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

(i) If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

- ((a))** The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - ((b))** The Limit of Insurance shown in the Declarations as applicable to the covered building.
 - (ii)** If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does not apply, we will not pay more than the lesser of:
 - ((a))** The actual cash value of the building at the time of loss; or
 - ((b))** The Limit of Insurance shown in the Declarations as applicable to the covered building.
- (c)** The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule for Coverage **B** Demolition Cost and Coverage **C** Increased Cost Of Construction Combined. Subject to this Limit of Insurance, the following loss payment provisions apply:
 - (i)** For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
 - (ii)** With respect to the Increased Cost of Construction:
 - ((a))** We will not pay for the increased cost of construction:
 - ((1))** Until the property is actually repaired or replaced, at the same or another premises; and
 - ((2))** Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - ((b))** If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
 - ((c))** If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- (5)** The terms of this section apply separately to each building to which this section applies.
- (6)** Under this section we will not pay for loss due to any ordinance or law that:
 - (a)** You were required to comply with before the loss, even if the building was undamaged; and
 - (b)** You failed to comply with.
- (7)** Example of Proportionate Loss Payment for Ordinance Or Law Coverage Losses (procedure as set forth in Paragraph **(1)(c)** of this section).

Assume:

 - Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
 - The building has a value of \$200,000
 - Total direct physical damage to building: \$100,000
 - The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
 - Portion of direct physical damage that is covered (caused by wind): \$30,000

- Portion of direct physical damage that is not covered (caused by flood): \$70,000
- Loss under Ordinance Or Law Coverage **C** of this section: \$60,000

Step 1:

Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$$\$30,000 \div \$100,000 = .30$$

Step 2:

Apply that proportion to the Ordinance or Law loss.

$$\$60,000 \times .30 = \$18,000$$

In this example, the most we will pay under this section for the Coverage **C** loss is \$18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under Coverages **A** and **B** of this section.

- (8) The Ordinance Or Law Exclusion does not apply to this Additional Coverage to the extent that such exclusion would conflict with the provisions of this Additional Coverage.

8. The following are added to Paragraph 4. **Additional Coverages:**

g. Accounts Receivable

We will pay:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from Covered Causes of Loss to your records of accounts receivable.

The most we will pay for loss or damage under this Additional Coverage is the Limit of Insurance, subject to the Deductible, shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule per loss.

h. Arson, Theft Or Vandalism Information Reward

We will, upon the conviction of those about whom the information was reported, reimburse you for the payment of such reward(s) that you actually incurred. Regardless of the number of people who provide information about the arson fire, theft or vandalism, the most we will pay for all reward payments related to any one arson fire, theft or vandalism, or series of related arson fires, thefts or acts of vandalism committed by the same arsonist(s), thief or vandal is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule subject to compliance with all of the following conditions:

- (1) If Covered Property is damaged or destroyed by a fire to a covered building that is declared to be an arson fire by the appropriate civil authority, or by theft or vandalism;
- (2) If you pay reward(s) for information about the causes of such arson fire, theft or vandalism to persons who would not normally make reports and who did not make such report before the potential of a reward was announced;
- (3) If such information is presented to the investigative authorities within 90 days after the start of the arson fire, theft or vandalism;
- (4) If such reported information for which you paid a reward contributes directly and significantly to the arrest and conviction of those causing the arson fire, theft or vandalism; and

- (5) If your intent to pay such reward or your payment of such reward is reported to us within 15 days of the date on which the appropriate arson fire, theft or vandalism investigative authority receives the information.

Our reimbursement to you for arson fire, theft or vandalism information rewards that you pay does not limit in any way your ability to offer or not offer and pay or not pay rewards for arson fire, theft or vandalism information related to property insured by this policy.

i. Lock Replacement

- (1) We will pay your necessary expense incurred to replace locks or lock cylinders after a covered theft of property from or keys to any described building or structure.

Coverage applies if Business Personal Property is lost by covered theft from any described building or structure even if the keys are not known to be missing or copied.

Keys entrusted to a custodian are not considered stolen.

(2) Additional Conditions

- (a) You must notify us and the appropriate law enforcement authority of the theft as soon as practicable.
- (b) Locks and lock cylinders must be replaced within 72 hours of the discovery of the theft.
- (c) Coverage under this Additional Coverage applies to disappearance of keys only if other property is stolen or missing.
- (3) There is no coverage under this Additional Coverage for locks or lock cylinders of any property, building, structure, room or vault which is not part of any building or structure described in the Declarations.
- (4) The most we will pay under this Additional Coverage for all locks and lock cylinders is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule per loss.

j. Fire Protective Device Recharge

We will pay the reasonable and necessary costs you incur to recharge or refill your fire protective devices that are permanently installed in buildings at the described premises when such devices have been discharged by accident or in the course of serving or protecting Covered Property from a Covered Cause of Loss. This Additional Coverage does not apply to periodic recharge or refilling.

The most we will pay under this Additional Coverage is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule for each separate 12-month period of this policy starting from the inception date.

k. Fine Arts

We will pay for loss or damage to your fine arts and fine arts owned by others that are in your care, custody or control caused by or resulting from a Covered Cause of Loss.

This Additional Coverage does not apply to loss or damage caused by or resulting from:

- (1) Any repairing, restoration or retouching process;
- (2) Insects, birds, rodents or other animals;
- (3) Wear and tear;
- (4) Rust, corrosion, "fungus", decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;
- (5) Breakage of art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles not caused directly by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, explosion, vandalism, or by accident to the vehicle carrying the property.

The most we will pay for loss or damage under this Additional Coverage is the Limit of Insurance, subject to the Deductible, shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule per loss.

I. Paved Surfaces

- (1) We will pay for loss or damage to your paved surfaces consisting of and limited to patios, running tracks, playgrounds, tennis courts, cart or foot bridges, athletic fields both artificial and natural turf, golf cart paths, bike paths and walkways at buildings for which Building Coverage is provided as indicated on the Commercial Property Coverage Part Supplemental Declarations caused by "specified causes of loss".
- (2) Paragraph **d. in Property Not Covered** does not apply to this Additional Coverage.
- (3) The most we will pay for loss or damage under this Additional Coverage is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule per loss.

m. Underground Pipes, Flues Or Drains

- (1) We will pay for loss or damage to your underground pipes, flues or drains caused by or resulting from a Covered Cause of Loss.
- (2) Paragraph **m. in Property Not Covered** does not apply to this Additional Coverage.
- (3) The most we will pay for loss or damage under this Additional Coverage is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule per loss.

n. Spoilage

We will pay for loss or damage to property owned by you or owned by others and in your care, custody or control, resulting from:

- (1) Breakdown, meaning change in temperature or humidity resulting from mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises;
- (2) Contamination by the refrigerant; and
- (3) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

The most we will pay for loss or damage under this Additional Coverage is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule per loss.

o. Utility Services – Direct Damage

- (1) We will pay for loss or damage to the Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to:
 - (a) **Water Supply Services**, meaning the following types of property supplying water to the described premises:
 - (i) Pumping stations; and
 - (ii) Water mains.
 - (b) **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
 - (i) Communication transmission lines, including optic fiber transmission lines;
 - (ii) Coaxial cables; and
 - (iii) Microwave radio relays except satellites.

It does not include overhead transmission lines.

(c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i)** Utility generating plants;
- (ii)** Switching stations;
- (iii)** Substations;
- (iv)** Transformers; and
- (v)** Transmission lines.

It does not include overhead transmission lines.

- (2)** The Utility Services Exclusion does not apply to this Additional Coverage to the extent that such exclusion would conflict with the provisions of this Additional Coverage.
- (3)** The most we will pay for loss under this Additional Coverage is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule per loss.

p. Money And Securities

(1) We will pay for loss of “money” and “securities” used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property at the described premises, or while in transit between any of these places, resulting directly from:

- (a)** Theft, meaning any act of stealing;
- (b)** Disappearance; or
- (c)** Destruction.

(2) In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:

- (a)** Resulting from accounting or arithmetical errors or omissions;
- (b)** Due to the giving or surrendering of property in any exchange or purchase; or
- (c)** 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.

(3) The most we will pay for loss under this Additional Coverage in any one occurrence is:

(a) The Limit of Insurance, subject to the Deductible, shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule for Inside the Premises for “money” and “securities” while:

- (i)** In or on the described premises; or
- (ii)** Within a bank or savings institution; and

(b) The Limit of Insurance, subject to the Deductible, shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule for Outside the Premises for “money” and “securities” while anywhere else.

(4) All loss:

- (a)** Caused by one or more persons; or
- (b)** Involving a single act or series of related acts;

is considered one occurrence and is subject to the Deductible shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule.

(5) You must keep records of all “money” and “securities” so we can verify the amount of any loss or damage.

(6) For the purposes of this section:

(a) "Money" means:

- (i) Currency, coins and bank notes in current use and having a face value; and
- (ii) Travelers checks, register checks and money orders held for sale to the public.

(b) "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- (i) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- (ii) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

(7) Paragraph a. in **Property Not Covered** does not apply to this Additional Coverage.

q. Commandeered Property

We will pay for loss or damage to property of others that you commandeer, seize or take over for official use during an "emergency operation" and is used to assist in that "emergency operation". Coverage for such property will include the owner's lost income arising directly from the loss of use of the property while commandeered or during the repair of any covered damage that occurs while commandeered.

The most we will pay for loss or damage under this Additional Coverage is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule.

9. NEWLY ACQUIRED OR CONSTRUCTED PROPERTY

The **Newly Acquired Or Constructed Property** Coverage Extension is replaced by the following:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, 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 Extension is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule at each building.

(2) Your Business Personal Property

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply 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 the described premises.

The most we will pay for loss or damage under this Extension is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule at each building.

(b) This Extension 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.

(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) 90 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.

10. PERSONAL EFFECTS AND PROPERTY OF OTHERS

The last paragraph of the **Personal Effects And Property Of Others** Coverage Extension is replaced by the following:

The most we will pay for loss or damage under this Extension is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule at each described premises. Our payment for loss of or damage to personal property of others (including property of others held by you on consignment) will only be for the account of the owner of the property.

11. VALUABLE PAPERS AND RECORDS (OTHER THAN ELECTRONIC DATA)

- a. Paragraph **(4)** of the **Valuable Papers And Records (Other Than Electronic Data)** Coverage Extension is replaced by the following:

(4) Under this Extension, the most we will pay to replace or restore the lost information is the Limit of Insurance, subject to the Deductible, shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule at each described premises. Such amount is additional insurance. 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.

- b. The following is added to the **Valuable Papers And Records (Other Than Electronic Data)** Coverage Extension with respects to libraries:

(5) Exclusions For Libraries

- (i) We will not pay for loss or damage caused by or resulting from:
 - ((a))** Failure of any borrower or renter to return the Covered Property to you;
 - ((b))** Vandalism or mutilation by anyone using the Covered Property within your premises; or
 - ((c))** Unexplained disappearance.
- (ii) We will not pay for loss or damage that depends on an audit of records or an inventory computation to prove its factual existence.

But this does not prohibit the use of these procedures to support the determination of loss or damage that we would otherwise pay.

12. PROPERTY OFF-PREMISES

The **Property Off-premises** Coverage Extension is replaced by the following:

d. Property Off-premises

- (1)** You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, 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.

This Extension applies only if loss or damage is caused by a Covered Cause of Loss.

- (2) You may extend the insurance provided by this Coverage Form to apply to your personal property in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle while between points in the coverage territory. Loss or damage must be caused by or result from one of the following causes of loss:
 - (a) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (b) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. Collision does not mean the vehicle's contact with the roadbed.
 - (c) 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 signs of forced entry.
- (3) The most we will pay for loss or damage under this Extension is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule.

13. OUTDOOR PROPERTY

The **Outdoor Property** Coverage Extension is replaced by the following:

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor property consisting of and limited to:

- (1) Outdoor fences, lighting, lighting standards, radio and television antennas, satellite dishes, flagpoles;
 - (2) Playground equipment, benches, bleachers, water fountains or coolers, picnic tables, athletic field structures, picnic pavilions, refreshment stands;
 - (3) Bulkheads, pilings, piers, wharves, docks, retaining walls not part of a building;
 - (4) Golf fairways, greens, tees, sand traps, golf ball washers, golf hole markers and cups, nets, driving ranges; or
 - (5) Trees, shrubs and plants including debris removal expense;
- caused by or resulting from any of the Covered Causes of Loss.

Paragraphs **j.**, **l.** and **q.2.** in **Property Not Covered** do not apply to this Coverage Extension.

Regardless of the types or number of items lost or damaged, the most we will pay for loss or damage under this Extension is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule per location, per occurrence.

14. NON-OWNED DETACHED TRAILERS

Paragraph (3) of the **Non-owned Detached Trailers** Coverage Extension is replaced by the following:

- (3) The most we will pay for loss or damage under this Extension is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule.

15. SIGNS

The second paragraph of Section **C. Limits Of Insurance** is replaced by the following:

The most we will pay in any one occurrence for loss or damage to outdoor signs, whether or not the sign is attached to a building, is the Limit of Insurance applicable to that building.

16. SINGLE DEDUCTIBLE

Section **D. Deductible** is replaced by the following:

If the total amount of assessed deductibles from a single event other than earthquake, wind or flood exceeds the Maximum Deductible shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule, the amount in excess shall be reimbursed to you.

17. COINSURANCE

The following is added to the **Coinsurance** Additional Condition:

This condition applies only when the total loss or damage to all Covered Property in any one occurrence is greater than \$25,000.

18. EMERGENCY OPERATIONS

The following is added to Section **H. Definitions**:

"Emergency operation" means any action:

- a. Which is an urgent response for the protection of property, human life, health or safety; and
- b. Which results from or arises out of the performance or the attempt to perform firefighting, rescue, emergency hazardous materials response or emergency medical services, including the stabilizing or securing of an emergency scene; and
- c. Which is sanctioned by the fire department, first aid or rescue squad insured under this policy.

B. The **CAUSES OF LOSS – SPECIAL FORM** is amended as follows:

1. Paragraph **(3)** of the **Water** Exclusion shall not apply to loss arising from water that backs up or overflows from a sewer, drain or sump.
2. The following is added to Paragraph **F. Additional Coverage Extensions**:

Sewer Backup

You may extend coverage to apply to your Covered Property for loss or damage from water that backs up or overflows from a sewer, drain or sump.

The most we will pay under this Coverage Extension is the Limit of Insurance shown on the Property Enhancement Endorsement For Municipal Risks Supplemental Schedule.



ZURICH

Property Enhancement Endorsement For Municipal Risks Supplemental Schedule

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Schedule is used in conjunction with the Property Declarations when the Building And Personal Property Coverage Form includes the Property Enhancement Endorsement For Municipal Risks. This Schedule supplements the Property Declarations.

SCHEDULE

ADDITIONAL COVERAGES AND COVERAGE ENHANCEMENTS

Broadened Premises	Extension of Coverage
Foundations	Extension of Coverage
Debris Removal	\$100,000 Per Location, Per Occurrence
Preservation Of Property	Extension of Coverage
Fire Department Service Charge	\$25,000 Limit of Insurance
Pollutant Cleanup And Removal	\$100,000 Annual Aggregate Limit of Insurance at Each Described Premises
Ordinance Or Law Coverage	
Coverage A – Loss To The Undamaged Portion Of The Building	Included in the Building Limit
Coverage B – Demolition Cost and Coverage C – Increased Cost Of Construction Combined	\$500,000 Limit of Insurance Per Building, Per Loss
Accounts Receivable	\$100,000 Limit of Insurance Per Loss \$500 deductible
Arson, Theft Or Vandalism Information Reward	\$25,000 Limit of Insurance Per Loss
Lock Replacement	\$25,000 Limit of Insurance Per Loss
Fire Protective Device Recharge	\$25,000 Annual Aggregate Limit of Insurance
Fine Arts	\$50,000 Limit of Insurance Per Loss; \$500 Deductible
Paved Surfaces	\$100,000 Limit of Insurance Per Loss
Underground Pipes, Flues Or Drains	\$1,000,000 Limit of Insurance Per Loss
Spoilage	\$50,000 Limit of Insurance Per Loss
Utility Services – Direct Damage	\$100,000 Limit of Insurance Per Loss
Money And Securities	
Inside The Premises	\$10,000 Limit of Insurance Per Loss; \$500 Deductible
Outside The Premises	\$10,000 Limit of Insurance Per Loss; \$500 Deductible
Commandeered Property	\$100,000 Limit of Insurance Per Loss

SCHEDULE (continued)
ADDITIONAL COVERAGES AND COVERAGE ENHANCEMENTS

Newly Acquired Or Constructed Property	
Buildings	\$1,000,000 Limit of Insurance Each Building
Business Personal Property	\$500,000 Limit of Insurance Each Building
Personal Effects And Property Of Others	\$25,000 Limit of Insurance Each Described Premises
Valuable Papers And Records (Other Than Electronic Data)	\$100,000 Limit of Insurance Each Described Premises; \$500 Deductible
Property Off-premises	\$100,000 Limit of Insurance
Outdoor Property	\$25,000 Limit of Insurance Per Location, Per Occurrence
Non-owned Detached Trailers	\$20,000 Limit of Insurance
Signs	Included In Building Limit
Single Deductible	\$ Maximum Deductible
Coinsurance	Extension of Coverage
Emergency Operations	Expanded Definition
Sewer Backup	\$100,000 Limit of Insurance Per Occurrence

PREMISES NOT COVERED

The premises listed below are not covered by the Property Enhancement Endorsement For Municipal Risks:

Loc. #	Bldg. #	Description/Address

PREMISES NOT COVERED FOR ORDINANCE OR LAW

Paragraph **A.7. ORDINANCE OR LAW COVERAGE** of the Property Enhancement Endorsement For Municipal Risks does not apply to the premises listed below:

Loc. #	Bldg. #	Description/Address



ZURICH

Animal Coverage

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

The following is added to Section **A. Coverage**, Paragraph **4. Additional Coverages**:

Animals

We will pay for the loss of animals that are owned by you if the animal is killed or its destruction is made necessary due to a covered peril.

The most we will pay under this Additional Coverage is \$15,000 per animal, subject to an maximum annual limit of \$30,000.



ZURICH

Broadened Signs

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Paragraph **q.(2)** in **Property Not Covered** is replaced by the following:

- (2)** Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.

SERFF Tracking Number: *ZURC-125879099* *State:* *Arkansas*
First Filing Company: *American Zurich Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CW CF 27898*
TOI: *01.0 Property* *Sub-TOI:* *01.0001 Commercial Property (Fire and Allied Lines)*

Product Name: *CW CF 27898 puc municipal risks*
Project Name/Number: */*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ZURC-125879099 State: Arkansas
First Filing Company: American Zurich Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: CW CF 27898
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: CW CF 27898 puc municipal risks
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 11/05/2008

Comments:

Attachment:

AR PCTD 0307 na.pdf

Satisfied -Name: Memo **Review Status:** Approved 11/05/2008

Comments:

Attachment:

MEMO.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	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: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">New Business</td> <td style="border: none; width: 100px;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
Zurich North America	212

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
American Zurich Insurance Company	IL	40142	36-3141762	
American Guarantee & Liability Insurance Co.	NY	26247	36-6071400	
Zurich American Insurance Company	NY	16535	36-4233459	
Zurich American Insurance Company of Illinois	IL	27855	36-2781080	

5. Company Tracking Number	CW CA 27851
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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
	Dannielle Curry 1400 American Lane, Schaumburg, Il 60196	Filing Analyst	847-706-2411	847-605-7768	dannielle.curry@zurichna.com

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

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

9.	Type of Insurance (TOI)	1.0000
10.	Sub-Type of Insurance (Sub-TOI)	1.0001
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 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: 01/01/2009 Renewal: 01/01/2009

Property & Casualty Transmittal Document---

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	11/04/08
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	CW CF 27898
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The purpose of this filing is to submit new endorsements and usage rules to be offered when writing a policy for a municipal risk.

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]
<p>Check #: EFT Amount: 50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

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

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

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: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

**EXPLANATORY MEMORANDUM
PROPERTY ENHANCEMENT
MUNICIPAL RISKS**

The purpose of this filing is to submit new endorsements and usage rules to be offered when writing a policy for a municipal risk.

The following is a brief description of each of the endorsements enclosed:

U-CP-714-A CW (07-08) Property Enhancement Endorsement For Municipal Risks

This is an optional endorsement to be offered on policies for municipal risks. The endorsement attaches to the ISO Building And Personal Property Coverage Form and offers coverage enhancements that are particular to a municipal risks policy.

U-CP-715-A CW (07-08) Property Enhancement Endorsement For Municipal Risks Supplemental Schedule

This is a mandatory form whenever the Property Enhancement Endorsement For Municipal Risks endorsement is attached to the policy. It serves as a quick reference to the coverage extensions and limits provided by the enhancement endorsement. The schedule is pre-filled with the limits contemplated in the basic charge for the Property Enhancement Endorsement For Municipal Risks. However, coverage limits may be increased for an additional premium charge determined by using filed rating plans. The exception to this is Pollutant Cleanup And Removal; Fire Department Service Charge; Business Personal Property (under Newly Acquired Or Constructed Property); Arson, Theft Or Vandalism Information Reward; Lock Replacement; and Fire Protective Device Recharge. There are no increased limits offered for those coverages.

U-CP-718-A CW (07-08) Animal Coverage

This is an optional endorsement when the Property Enhancement Endorsement For Municipal Risks endorsement is attached to the policy. The endorsement provides coverage for animals owned by the insured.

U-CP-724-A CW (07-08) Broadened Signs

This is a mandatory endorsement when the Property Enhancement Endorsement For Municipal Risks endorsement is attached to the policy. The endorsement revises paragraph **q.2.** of Property Not Covered to remove outdoor signs. The same change was made by ISO in the 06-07 edition of the coverage form.

Revised Usage Rule

U-CP-709- Property Radius Extension Endorsement – Business Income

This endorsement has already been filed and approved for use with our School program. We are not making any changes to the form, but are revising the usage rule to show that the form is also mandatory when the Business Income (Without Extra Expense) Coverage Form and the Property Enhancement Endorsement For Municipal Risks endorsement are attached to the policy. The previous rule states that it is only mandatory when the Business Income (Without Extra Expense) Coverage Form and the Basic or Broadened Property Enhancement Endorsement For Schools is attached.

We wish to file these new forms and revised rule with an effective date of January 1, 2009.