

SERFF Tracking Number: ZURC-125914628 State: Arkansas
First Filing Company: American Zurich Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: CW ML 27987
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
Portion Only
Product Name: Property Portfolio Commercial Package Policy Changes
Project Name/Number: /CW ML 27987

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: Property Portfolio Commercial SERFF Tr Num: ZURC-125914628 State: Arkansas

Package Policy Changes

TOI: 05.1 Commercial Multi-Peril - Non-Liability SERFF Status: Closed State Tr Num: EFT \$50
Portion Only

Sub-TOI: 05.1003 Commercial Package Co Tr Num: CW ML 27987 State Status: Fees verified and received

Filing Type: Form Co Status: Not Applicable Reviewer(s): Betty Montesi, Llyweyia Rawlins

Author: Shierra Avila Disposition Date: 11/24/2008

Date Submitted: 11/21/2008 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: Pending

Project Number: CW ML 27987 Domicile Status Comments:

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 11/24/2008

State Status Changed: 11/24/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are filing a new endorsement PPP-0331 (12 08) Better Green Coverage as we ll as revising the following endorsements PPP 0216, PPP 0217, PPP 0218 and PPP 0219 all with the edition date of 12 08. We also have a corresponding Rule to go along with the Better Green Coverage. The rules for the revised forms are not changed from

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what was previously approved. The appropriate forms and exhibits in support of this filing is enclosed for your review.

Company and Contact

Filing Contact Information

Shierra Avila, Filing Analyst shierra.1.avila@zurichna.com
 1400 American Lane (847) 706-2956 [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

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Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Arkansas fee of \$50 per filing
Per Company: No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/24/2008	11/24/2008

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Disposition

Disposition Date: 11/24/2008
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	Named Storm Occurrence - - Direct Damage and Time Element Deductible	Approved	Yes
Form	Named Storm - - Direct Damage and Time Element Deductible	Approved	Yes
Form	Named Storm - -Direct Damage and Time Element Deductible (Premises and Reported Unscheduled Premises)	Approved	Yes
Form	Named Storm - - Direct Damage Deductible	Approved	Yes
Form	Better Green Coverage	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Named Storm Occurrence - - Direct Damage and Time Element Deductible	PPP 0219	12 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PPP 0219 (06 06) Previous Filing #: AR-PC-06-018481		PPP-0219R Named Storm Occurrence-- Direct Damage and Time Element Deductible approved.pdf
Approved	Named Storm - - Direct Damage and Time Element Deductible	PPP 0217	12 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PPP 0217 (06 06) Previous Filing #: AR-PC-06-018481		PPP-0217R Named Storm-- Direct Damage and Time Element Deductible approved.pdf
Approved	Named Storm - - Direct Damage and Time Element Deductible (Premises and Reported Unscheduled Premises)	PPP 0218	12 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PPP 0218 (06 06) Previous Filing #: AR-PC-06-018481		PPP-0218R Named Storm-- Direct Damage and Time Element Deductible (Premises and Reported Unscheduled Premises).pdf
Approved	Named Storm - -	PPP 0216	12 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00		PPP-0216R

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Direct Damage Deductible	nt/Amendm ent/Condi ons	PPP 0216 (06 06) Previous Filing #: AR-PC-06- 018481	Named Storm-- Direct Damage Deductible approved.pdf
Approved Better Green Coverage	PPP 0331 12 08	Endorseme New nt/Amendm ent/Condi ons	0.00 PPP-0331 BetterGreen Coverage Final.pdf



ZURICH

Named Storm Occurrence--Direct Damage and Time Element Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM**

- A.** The Named Storm Occurrence--Direct Damage and Time Element Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.
- B.** With respect to all "**premises**" at which the Named Storm Occurrence--Direct Damage and Time Element Deductible shown on the Declarations applies, the following is added to the Deductible section in the following forms:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM**

With respect to all loss or damage caused directly or indirectly by a "**named storm**", regardless of whether any other cause or event, including a "**mistake**", "**malfunction**", or another weather condition, contributes concurrently or in any sequence to the loss, the following applies:

We will not pay for loss, damage, cost, or expense in any one occurrence until the amount of all covered loss, damage, cost, or expense exceeds the Named Storm Occurrence--Direct Damage and Time Element Deductible shown on the Declarations for "**premises**" at which the Deductible applies. We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

This Deductible applies to all covered loss, damage, cost, or expense covered by "**time element coverage**" when the loss, damage, cost, or expense is caused directly or indirectly by a "**named storm**" even if no other deductible applies to the "**time element coverage**".

C. The following is added to the COMMERCIAL PROPERTY DEFINITIONS:

"Named storm" means a specific storm system that has been named by the National Hurricane Center (NHC) or Central Pacific Hurricane Center (CPHC), beginning when the NHC or CPHC issues a watch or warning and ending 72 hours after the termination of the watch or warning.



ZURICH

Named Storm--Direct Damage and Time Element Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM

- A. The Named Storm--Direct Damage and Time Element Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.
- B. With respect to any "**premises**" at which a Named Storm--Direct Damage and Time Element Deductible is shown on the Declarations, the following is added to the Deductible section in the following forms:

ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM

With respect to all loss or damage caused directly or indirectly by a "**named storm**", regardless of whether any other cause or event, including a "**mistake**", "**malfunction**", or another weather condition, contributes concurrently or in any sequence to the loss, the following applies:

We will not pay for loss, damage, cost, or expense at any one "**premises**" in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Named Storm--Direct Damage and Time Element Deductible shown on the Declarations for that "**premises**". We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

If more than one "**premises**" suffers loss or damage in one occurrence, the applicable Deductibles shown on the Declarations will apply separately and individually to the covered loss, damage, cost, or expense for each "**premises**".

The Named Storm Deductibles apply to all covered loss, damage, cost, or expense covered by "**time element coverage**" when the loss, damage, cost, or expense is caused directly or indirectly by a "**named storm**" even if no other deductible applies to the "**time element coverage**".

C. The following is added to the COMMERCIAL PROPERTY DEFINITIONS:

"**Named storm**" means a specific storm system that has been named by the National Hurricane Center (NHC) or Central Pacific Hurricane Center (CPHC), beginning when the NHC or CPHC issues a watch or warning and ending 72 hours after the termination of the watch or warning.



ZURICH

Named Storm--Direct Damage and Time Element Deductible (Premises and Reported Unscheduled Premises)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
COMMERCIAL PROPERTY DEFINITIONS
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM**

- A.** The Named Storm--Direct Damage and Time Element Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.
- B.** With respect to any:
1. **"Premises"** at which a Named Storm--Direct Damage and Time Element Deductible is shown on the Declarations; and
 2. **"Reported unscheduled premises"** located in the counties and parishes for which a Named Storm--Direct Damage and Time Element Deductible is shown on the Declarations,

the following is added to the Deductible section in the following forms:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
BUSINESS INCOME COVERAGE FORM (EXCLUDING EXTRA EXPENSE)
BUSINESS INCOME COVERAGE FORM INCLUDING RESEARCH AND DEVELOPMENT CONTINUING
EXPENSES (EXCLUDING EXTRA EXPENSE)--TECHNOLOGY
EXTRA EXPENSE COVERAGE FORM
FINE ARTS COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM**

With respect to all loss or damage caused directly or indirectly by a **"named storm"**, regardless of whether any other cause or event, including a **"mistake"**, **"malfunction"**, or another weather condition, contributes concurrently or in any sequence to the loss, the following applies:

We will not pay for loss, damage, cost, or expense at any one **"premises"** in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Named Storm--Direct Damage and Time Element

Deductible shown on the Declarations for that "**premises**". We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

We will not pay for loss, damage, cost, or expense at any one "**reported unscheduled premises**" in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Named Storm--Direct Damage and Time Element Deductible shown on the Declarations for the county or parish where that "**reported unscheduled premises**" is located. We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

If more than one "**premises**" or "**reported unscheduled premises**" suffers loss or damage in one occurrence, the applicable Deductibles shown on the Declarations will apply separately and individually to the covered loss, damage, cost, or expense at each "**premises**" and "**reported unscheduled premises**".

The Named Storm Deductibles apply to all covered loss, damage, cost, or expense covered by "**time element coverage**" when the loss, damage, cost, or expense is caused directly or indirectly by a "**named storm**" even if no other deductible applies to the "**time element coverage**".

C. The following is added to the COMMERCIAL PROPERTY DEFINITIONS:

"**Named storm**" means a specific storm system that has been named by the National Hurricane Center (NHC) or Central Pacific Hurricane Center (CPHC), beginning when the NHC or CPHC issues a watch or warning and ending 72 hours after the termination of the watch or warning.



ZURICH

Named Storm--Direct Damage Deductible

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
COMMERCIAL PROPERTY DEFINITIONS
FINE ARTS COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM**

- A.** The Named Storm--Direct Damage Deductible only applies to loss or damage that, but for the application of the Deductible, would be paid by us under this Commercial Property Coverage Part.
- B.** With respect to any "**premises**" at which a Named Storm--Direct Damage Deductible is shown on the Declarations, the following is added to the Deductible section of the following forms:

**ACCOUNTS RECEIVABLE COVERAGE FORM (REVENUE LOSS)
FINE ARTS COVERAGE FORM
ORIGINAL INFORMATION PROPERTY COVERAGE FORM
REAL AND PERSONAL PROPERTY COVERAGE FORM
RESEARCH AND DEVELOPMENT PROPERTY COVERAGE FORM**

With respect to all loss or damage caused directly or indirectly by a "**named storm**", regardless of whether any other cause or event, including a "**mistake**", "**malfunction**", or another weather condition, contributes concurrently or in any sequence to the loss, the following applies:

We will not pay for loss, damage, cost, or expense at any one "**premises**" in any one occurrence until the amount of covered loss, damage, cost, or expense exceeds the Named Storm--Direct Damage Deductible shown on the Declarations for that "**premises**". We will then pay for the amount of covered loss, damage, cost, or expense in excess of the Deductible, up to the applicable Limits of Insurance.

If more than one "**premises**" suffers loss or damage in one occurrence, the applicable Deductibles shown on the Declarations will apply separately and individually to the covered loss, damage, cost, or expense at each "**premises**".

- C.** The following is added to the COMMERCIAL PROPERTY DEFINITIONS:

"**Named storm**" means a specific storm system that has been named by the National Hurricane Center (NHC) or Central Pacific Hurricane Center (CPHC), beginning when the NHC or CPHC issues a watch or warning and ending 72 hours after the termination of the watch or warning.

Better Green™ Coverage



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the following:

**ADDITIONAL COVERAGES FORM
COMMERCIAL PROPERTY DEFINITIONS
REAL AND PERSONAL PROPERTY COVERAGE FORM**

- A. The following are added to Section A., Additional Coverages, in the ADDITIONAL COVERAGES FORM for any one "**premises**" at which a Better Green Limit of Insurance is shown on the Declarations:

Better Green Real Property

In the event of covered loss of or damage to "**real property**" at a "**premises**" directly caused by a "**covered cause of loss**", we will pay the reasonable and necessary additional costs you incur to repair, replace, or rebuild the damaged "**real property**" in order to comply with the "**green standards**" that are applicable at the time of the loss or damage.

The most we will pay under this Additional Coverage at any one "**premises**" is 10% of the covered loss to "**real property**", after the application of any deductible, up to the Limit of Insurance shown on the Declarations for Better Green Real Property.

If the additional cost to repair, replace, or rebuild the damaged "**real property**" to comply with the applicable "**green standards**" exceeds 10% of the covered loss or the Limit of Insurance for Better Green Real Property, whichever is applicable, we will pay 50% of those additional amounts you pay to comply with the "**green standards**". However, the most we will pay at any one "**premises**" is the Limit of Insurance shown on the Declarations for Better Green Co-Participation.

Better Green Personal Property

In the event of covered loss of or damage to "**personal property**" at a "**premises**" directly caused by a "**covered cause of loss**", we will pay the reasonable and necessary additional costs you incur to repair, replace, or rebuild the damaged "**personal property**" in order to comply with the "**green standards**" that are applicable at the time of the loss or damage.

The most we will pay under this Additional Coverage at any one "**premises**" is 10% of the covered loss to "**personal property**", after the application of any deductible, up to the Limit of Insurance shown on the Declarations for Better Green Personal Property.

Better Green Enhancements

In the event of covered loss of or damage to "**real property**" at a "**premises**" directly caused by a "**covered cause of loss**", we will pay the following:

a. Air Quality Management

We will pay for the reasonable and necessary costs you incur to flush out the air in the repaired, replaced, or rebuilt **"real property"** with 100% outside air as required by LEED® standards.

b. Building Commissioning Expenses

We will pay for the reasonable and necessary expenses you incur for a qualified engineer, as required by the LEED® Green Building Rating System™, to provide building commissioning or re-commissioning services and to oversee the repair, rebuilding, or replacement of **"real property"** and to verify and document that the repaired, rebuilt, or replaced **"real property"** has been installed and calibrated properly and to perform to documented design criteria and manufacturers' specifications.

c. Debris Recycling

We will pay your expense to clean-up, sort, segregate, and transport recyclable debris of **"real property"** from the **"premises"** to recycling facilities.

d. Tax, Utility Credits, Loan Rates, and Other Incentives

If you lose your LEED® certification that qualified you for government tax incentives, utility cost credits, reduced loan rates, or other financial incentives as the result of loss of or damage to **"real property"**, we will pay for the actual loss you sustain each day for up to 365 days from the date of physical loss or damage, or the policy expiration, whichever occurs first.

e. Professional Services

We will pay for the reasonable expenses you incur to retain architects, engineers, or design professionals who are accredited by LEED® to participate in the design, repair, replacement, or rebuilding of the damaged portion of the **"real property"**.

f. Recertification Fees

We will pay for the reasonable and necessary registration and certification fees charged by the U. S. Green Building Council to re-certify the **"real property"** to the level of certification prior to the loss of or damage to **"real property"**.

The most we will pay under this Additional Coverage at any one **"premises"** is the Limit of Insurance shown on the Declarations for Better Green Enhancements.

B. With respect to coverage provided by this endorsement, the definition of **"outdoor trees, shrubs, plants, and lawns" in the COMMERCIAL PROPERTY DEFINITIONS is replaced by the following:**

"Outdoor trees, shrubs, plants, or lawns" means outdoor trees, shrubs, plants, or lawns you own.

"Outdoor trees, shrubs, plants, or lawns" does not mean:

- a. Growing crops;
- b. Standing timber;
- c. **"Stock"**; or
- d. **"Green roofing systems"**.

C. The following are added to the COMMERCIAL PROPERTY DEFINITIONS:

"ENERGY STAR®" means the rating standard developed as a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy with the intent to save money and protect the environment through energy efficient products and practices.

"Green Globes™" means the environmental assessment, educational, and rating system promoted in the United States by the Green Building Initiative.

"Green roofing systems" mean environmentally friendly roof coverings as defined by the LEED® Green Building Rating System™ of the U.S. Green Building Council.

"Green standards" mean the following standards, products, methods, and processes for improving the environment, increasing energy efficiency, and enhancing safety and property protection:

- a. LEED® Green Building Rating System™ of the U. S. Green Building Council;
- b. **"Green Globes™"** Assessment and Rating System;
- c. **"ENERGY STAR®"**; and
- d. National Fire Protection Association codes, Underwriter Laboratories standards, or other local or international codes.

D. With respect to coverage provided by this endorsement, the following is added to Section C., Limitations, in the REAL AND PERSONAL PROPERTY COVERAGE FORM:

We will not pay for loss of or damage to **"green roofing systems"** unless the loss or damage is directly caused by a **"specified cause of loss"**.

E. The Additional Condition--Coinsurance endorsement does not apply to coverage provided by this endorsement.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 11/24/2008

Comments:

Attachment:

AR Uniform Transmittal Document Form.pdf

Satisfied -Name: MEMO **Review Status:** Approved 11/24/2008

Comments:

Attachment:

Explanatory Memorandum.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 border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></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	Illinois	212-40142	36-3141762	
American Guarantee & Liability Insurance Company	New York	212-26247	36-6071400	
Zurich American Insurance Company of Illinois	Illinois	212-19356	36-2781080	
Zurich American Insurance Company	New York	212-16535	36-4233459	

5. Company Tracking Number	CW ML 27987
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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
	Shierra Avila	Filing Analyst	847-706-2956	866-556-7558	shierra.l.avila@zurichna.com
7.	Signature of authorized filer		<i>Shierra Avila</i>		
8.	Please print name of authorized filer		Shierra Avila		

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

9.	Type of Insurance (TOI)	Commercial Fire/Property
10.	Sub-Type of Insurance (Sub-TOI)	Commercial Package
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"/> X 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

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.

Commercial Package Policy: Property Portfolio Protection Forms Filing Memorandum

There are two separate items addressed in this memo.

Item #1: The submission for approval of a property endorsement related to Green Coverage for Real and Personal Property as well as certain coverage extensions called "Enhancements" in the endorsement. We have developed this endorsement to offer interested customers a way to address the issues around sustainable construction.

As an endorsement with accompanying rule and rate, the PPP-0331 is an optional coverage available to any insured wishing to have the option of upgrading damaged, covered property with "green" alternative materials. The endorsement coverages revolve around four core items.

- We offer the option to upgrade real and personal property without tying that activity to a LEED certification level (this is unique and we think appropriate as most losses are partial losses and the applicability to change the rating of an overall building from non-green to silver or gold is not practical in most partial loss situations).
- Our limits are in excess of those offered through the regular property form.
- Our limits are available to not only offset green upgrade costs but optionally can be used to harden the building making it more loss resistive and/or offering a higher level of safety to occupants. The two, (green and building hardening) are not mutually exclusive.
- We offer a co-participation loss coverage that offers to the customer the option to upgrade and having Zurich pay 1/2 of the cost. This amounts to a pro-rata loss settlement provision and is a unique approach.

Item #2: The second topic is related to the Named Storm endorsements previously filed and approved (PPP-0216, 0217, 0218, 0219). The only change to these forms is the elimination of b. in the definition of "named storm". This is a broadening of coverage as the separate deductible for "named storm" will not apply to a wind or hail storm unless it is in connection with a storm assigned a name by the National Hurricane Center or Central Pacific Hurricane Center.