

SERFF Tracking Number: ACEH-125943463 State: Arkansas  
Filing Company: Indemnity Insurance Company of North America State Tracking Number: EFT \$25 EFT \$25  
Company Tracking Number: 08-CML-2007853F  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: 08-CML-2007853  
Project Name/Number: Package Extensions of Coverage/08-CML-2007853

## Filing at a Glance

Company: Indemnity Insurance Company of North America

Product Name: 08-CML-2007853 SERFF Tr Num: ACEH-125943463 State: Arkansas  
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$25 EFT \$25  
Sub-TOI: 05.0003 Commercial Package Co Tr Num: 08-CML-2007853F State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins  
Authors: Karen Schwabe, Renice Cox, Mary Sindaco Disposition Date: 12/22/2008  
Date Submitted: 12/17/2008 Disposition Status: Approved  
Effective Date Requested (New): 03/01/2009 Effective Date (New): 03/01/2009  
Effective Date Requested (Renewal): 03/01/2009 Effective Date (Renewal): 03/01/2009

State Filing Description:

Fee payment: 2 EFT payments of \$25 ea. to make total filing fee \$50

## General Information

Project Name: Package Extensions of Coverage Status of Filing in Domicile: Pending  
Project Number: 08-CML-2007853 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 12/22/2008  
State Status Changed: 12/19/2008 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:

The purpose of this filing is to introduce three additional independent Commercial Package forms for use in Indemnity Insurance Company of North America. These forms contain extensions of coverage commonly requested by our customers:

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Special Extensions of Coverage, FA-23072, which will be attached to all policies unless a specific program Special Extensions of Coverage form applies.

Recycling Special Extensions of Property Coverage, FA-23074, which will be attached to all recycling program policies.

Public Entity Special Extensions of Property Coverage, FA-23076, which will be attached to all public entity program policies.

We propose implementing these changes effective March 1, 2009.

## Company and Contact

### Filing Contact Information

Renice Cox, Regulatory Specialist renice.cox@ace-ina.com  
 436 Walnut Street, WB04G (215) 640-4876 [Phone]  
 Philadelphia, PA 19106 (215) 640-4986[FAX]

### Filing Company Information

Indemnity Insurance Company of North America	CoCode: 43575	State of Domicile: Pennsylvania
PO Box 1000	Group Code: 626	Company Type:
436 Walnut Street	Group Name:	State ID Number:
Philadelphia, PA 19106	FEIN Number: 06-1016108	
(215) 640-5123 ext. [Phone]	-----	

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$25.00
Retaliatory?	No
Fee Explanation:	1 form filing, 1 company @ \$25.00 = \$25.00



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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Indemnity Insurance Company of North America	\$25.00	12/17/2008	24589361
Indemnity Insurance Company of North America	\$25.00	12/19/2008	24645054

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/22/2008	12/22/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Additional Fees Submitted	Note To Reviewer	Renice Cox	12/19/2008	12/19/2008
Filing Fee	Note To Filer	Llyweyia Rawlins	12/18/2008	12/18/2008

*SERFF Tracking Number:* ACEH-125943463 *State:* Arkansas  
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## **Disposition**

Disposition Date: 12/22/2008

Effective Date (New): 03/01/2009

Effective Date (Renewal): 03/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing memorandum	Approved	Yes
Form	Special Extensions of Property Coverage	Approved	Yes
Form	Recycling Special Extensions of Property Coverage	Approved	Yes
Form	Public Entity Special Extensions of Property Coverage	Approved	Yes

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**Note To Reviewer**

**Created By:**

Renice Cox on 12/19/2008 02:02 PM

**Subject:**

Additional Fees Submitted

**Comments:**

The additional fees have been applied to the filing. Sorry, for any inconvenience this may caused

*SERFF Tracking Number:* ACEH-125943463 *State:* Arkansas  
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**Note To Filer**

**Created By:**

Llyweyia Rawlins on 12/18/2008 10:49 AM

**Subject:**

Filing Fee

**Comments:**

Hello Renice

The Arkansas Form Filing fee is \$50. When can we expect the \$25 balance due?

Thank You

Llyweyia Rawlins

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Special Extensions of Property Coverage	FA-23072	08/06	Endorsement/Amendment/Conditions	New	0.00	Special Extensions, FA-23072.pdf
Approved	Recycling Special Extensions of Property Coverage	FA-23074	08/06	Endorsement/Amendment/Conditions	New	0.00	Recycling Special Extensions, FA-23074.pdf
Approved	Public Entity Special Extensions of Property Coverage	FA-23076	08/06	Endorsement/Amendment/Conditions	New	0.00	Public Entity Special Extensions, FA-23076.pdf

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

## **SPECIAL EXTENSIONS OF PROPERTY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART - BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

**COMMERCIAL PROPERTY COVERAGE PART – BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**

**COMMERCIAL PROPERTY COVERAGE PART – EXTRA EXPENSE COVERAGE FORM**

**COMMERCIAL CRIME COVERAGE PART – COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)**

**COMMERCIAL INLAND MARINE COVERAGE PART – ACCOUNTS RECEIVABLE COVERAGE FORM**

The provisions of the Building And Personal Property Coverage Form, Business Income (And Extra Expense) Coverage Form, Extra Expense Coverage Form, Commercial Crime Coverage Form (Loss Sustained Form) and Accounts Receivable Coverage Form apply except as otherwise provided in this endorsement. This endorsement applies only if the Coverage Forms named above are included in this policy.

### **A. Changes to the Building and Personal Property Coverage Form**

#### **1. Coverage Extensions**

The following changes apply:

#### **Newly Acquired Or Constructed Property**

##### **(1) Buildings**

The last sentence is replaced with the following:

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

##### **(2) Your Business Personal Property**

The last sentence in sub-paragraph **(2) (a)** is replaced with the following:

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

##### **(3) Period Of Coverage**

The number of days in sub-paragraph **(b)** is amended to read 90 days in lieu of 30 days.

#### **b. Personal Effects and Property of Others**

The last paragraph is replaced with the following:

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises. Our payment for loss of or damage to personal

property of others will only be for the account of the owner of the property.

#### **c. Valuable Papers And Records (Other Than Electronic Data)**

The first sentence in paragraph **(4)** is replaced with the following:

Under this Extension, the most we will pay to replace or restore the lost information is \$10,000 at each described premises, unless a higher limit is shown in the Declarations.

#### **e. Outdoor Property**

Extension e. Outdoor Property is replaced with the following:

You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises:

Outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

1. Fire;
2. Lightning;
3. Explosion;
4. Riot or civil commotion; or
5. Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

## 2. Additional Coverage Extensions

The following Extensions are added:

### g. Outdoor Signs

You may extend the insurance provided by this Coverage Form to apply to outdoor signs:

1. Owned by you; or
2. Owned by others but in your care, custody or control.

Outdoor Sign Coverage is subject to all applicable provisions of the Causes of Loss Form on the policy. In addition, for signs (other than signs attached to buildings), we will not pay for loss or damage caused by or resulting from any of the following:

1. Dampness or dryness of atmosphere;
2. Changes in or extremes of temperature;
3. Marring or scratching;
4. Rain, snow, ice or sleet.

The most we will pay for loss or damage in any one occurrence is \$5,000 at each described premises. The provisions of this extension supersede all other outdoor signs coverage references in the Building And Personal Property Coverage Form.

### h. Back-up of Sewers and Drains

You may extend the insurance provided by this Coverage Form to apply to loss or damage to Covered Property caused by or resulting from:

1. Water or water-borne material that backs up or overflows from a sewer, drain or sump; or
2. Water or water-borne material, under the ground surface pressing on, or flowing or seeping through:
  - a) Foundations, walls, floors or paved surfaces;
  - b) Basements, whether paved or not; or
  - c) Doors, windows or other openings.

The most we will pay for loss or damage under this Extension in any one occurrence is \$10,000.

### i. Computer Equipment Coverage

You may extend insurance that applies to Your Business Personal Property or Personal Property of Others to apply to electronic data processing office equipment, including component parts of such equipment. Coverage under this extension does not apply to electronic data.

The most we will pay for loss or damage to covered property is \$10,000 at each described premises.

The provisions in **Optional Coverages G. 3. Replacement Cost** and **4. Extension Of Replacement Cost To Personal Property Of Others** apply to property covered in this Extension.

## B. Extra Expense

Coverage is provided for Extra Expense as described in the Extra Expense Coverage Form or the Business Income (And Extra Expense) Coverage Form, whichever applies. The most we will pay in any one occurrence at each described premises is \$10,000, unless a higher Limit of Insurance is shown in the Declarations.

## C. Money and Securities

Coverage is provided under the following Insuring Agreements in the Commercial Crime Coverage Form (Loss Sustained Form):

**Insuring Agreement 3. Inside The Premises – Theft Of Money And Securities**  
Limit of Insurance \$ 5,000

**Insuring Agreement 5. Outside The Premises**  
Limit of Insurance \$5,000

The Limit of Insurance is the most we will for loss in any one "occurrence" at each described premises, unless a higher Limit of Insurance is shown in the Declarations. A special deductible of \$500 applies unless a higher deductible is shown in the Declarations.

## D. Accounts Receivable Coverage Form

The Accounts Receivable Coverage Form is added to the policy. The most we will pay for loss or damage in any one occurrence at each described premises is \$10,000, unless a higher Limit of Insurance is shown in the Declarations. **Paragraph 3.b.Coinsurance** in **D. Additional Conditions** does not apply.

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

## **RECYCLING SPECIAL EXTENSIONS OF PROPERTY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM**  
**COMMERCIAL PROPERTY COVERAGE PART – BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**  
**COMMERCIAL PROPERTY COVERAGE PART – BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**  
**COMMERCIAL PROPERTY COVERAGE PART – EXTRA EXPENSE COVERAGE FORM**  
**COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM**  
**COMMERCIAL CRIME COVERAGE PART – COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)**  
**COMMERCIAL INLAND MARINE COVERAGE PART – ACCOUNTS RECEIVABLE COVERAGE FORM**

The provisions of the Building And Personal Property Coverage Form, Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Extra Expense Coverage Form, Commercial Crime Coverage Form (Loss Sustained Form) and Accounts Receivable Coverage Form apply except as otherwise provided in this endorsement. This endorsement applies only if the Coverage Forms named above are included in this policy.

**A. Changes To The Building and Personal Property Coverage Form**

**1. Additional Coverages - Changes**

The following changes apply to Paragraph 4. in **Section A. Coverage**:

**a. Paragraph c. Fire Department Service Charge** is replaced with the following:

**c. Fire Department Service Charge**

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

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

No Deductible applies to this Additional Coverage.

**b. The third paragraph in d. Pollutant Clean Up And Removal** is amended as follows:

The most we will pay under this Additional Coverage for each described premises is \$25,000 for the sum of all covered expenses arising out of Covered Causes

of Loss occurring during each separate 12 month period of this policy.

A \$1,000 deductible applies to this Additional Coverage.

**2. Additional Coverages**

The following **Additional Coverages** are added:

Except with respect to **Additional Coverage h. Ordinance or Law**, the limit applicable to each **Additional Coverage** is additional insurance and is the most we will pay for loss or damage to such property, unless a higher Limit of Insurance is shown in the Declarations.

**g. Fire Extinguisher Systems Expense**

We will pay the cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged to suppress a fire or other covered cause of loss but only if the discharge occurs on or within 100 feet of the described premises.

No coverage will apply under this Additional Coverage if the fire extinguishing system is discharged during installation, testing, repair or recharging.

The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

No deductible applies to this Additional Coverage.

#### **h. Ordinance or Law**

In the event of direct physical damage by a Covered Cause of Loss, other than Earth Movement or Water, to a building that is Covered Property, we will pay:

**a.** For the loss in value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:

- (1)** Requires the demolition of undamaged parts of the same building not damaged by a Covered Cause of Loss;
- (2)** Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- (3)** Is in force at the time of loss.

Payment for the undamaged portion of the building will be on the same valuation basis applicable to the damaged portion of the building.

**b.** The cost to demolish and clear the site of undamaged parts of the building caused by enforcement of building, zoning or land use ordinance or law.

**c.** The increased cost to repair or reconstruct damaged portions of that building and/or reconstruct or remodel undamaged portions of that building, whether or not demolition is required, when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

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

not repaired, reconstructed or remodeled.

**d.** The following loss payment provisions apply:

**(1)** For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.

**(2)** With respect to the Increased Cost of Construction:

**(a)** We will not pay for the increased cost of construction:

**(i)** Until the property is actually repaired or replaced, at the same or another premises; and

**(ii)** Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, but not to exceed 2 years. We may extend this period in writing during the 2 years.

**(iii)** 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.

**(iv)** 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.

**e.** The Coinsurance Condition in **Section F. Additional Conditions** does not apply to Demolition or Increased Costs of Construction coverage.

**f.** We will not pay under this Extension for:

**(1)** 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

(2) 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.

g. We will not pay for loss due to any ordinance or law that:

(1) You were required to comply with before the loss, even if the Building was undamaged; and

(2) You failed to comply with.

h. The coverage provided by this **Additional Coverage** will not increase the Limits of Insurance provided in this Coverage Form.

### 3. Premises Boundary

The references to distances in paragraphs 1.a.(5)(b), 1.b. , 1.c and 5. of Section A. **Coverage** are amended to read 1,000 feet in lieu of 100 feet.

### 4. Coverage Extensions

The following changes apply:

#### a. Newly Acquired Or Constructed Property

##### (1) Buildings

The last sentence is replaced with the following:

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

##### (2) Your Business Personal Property

The last sentence in sub-paragraph (2) (a) is replaced with the following:

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

##### (3) Period Of Coverage

The number of days in sub-paragraph (b) is amended to read 180 days in lieu of 30 days.

#### b. Personal Effects and Property of Others

The last paragraph is replaced with the following:

Unless a higher limit is shown in the Declarations, the most we will pay for loss or damage under this Extension is \$25,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

#### c. Valuable Papers And Records (Other Than Electronic Data)

The first sentence in sub-paragraph (4) is replaced with the following:

Under this Extension, the most we will pay to replace or restore lost information is \$25,000 at each described premises, unless a higher limit is shown in the Declarations.

#### d. Property Off-Premises

Sub-paragraph (3) is replaced with the following:

(3) The most we will pay for loss or damage under this Extension is \$25,000.

#### e. Outdoor Property

Extension e. **Outdoor Property** is replaced with the following:

You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises:

1. Outdoor fences, radio and television antennas (including satellite dishes). The most we will pay for loss or damage under this Extension is \$1,000 in any one occurrence.

2. Trees, shrubs and plants (other than "stock" of trees, shrubs or plants). The most we will pay for loss or damage, including debris removal expense, under this Extension is \$25,000 in any one occurrence, but not more than \$250 for any one tree, shrub or plant.

The loss or damage must be caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

1. Fire;
2. Lightning;
3. Explosion;
4. Riot or civil commotion; or
5. Aircraft.

#### 4. Additional Coverage Extensions

The following Extensions are added:

##### g. Outdoor Signs

You may extend the insurance provided by this Coverage Form to apply to outdoor signs:

1. Owned by you; or
2. Owned by others but in your care, custody or control.

Outdoor Sign Coverage is subject to all applicable provisions of the Causes of Loss Form on the policy. In addition, for signs (other than signs attached to buildings), we will not pay for loss or damage caused by or resulting from any of the following:

1. Dampness or dryness of atmosphere;
2. Changes in or extremes of temperature;
3. Marring or scratching;
4. Rain, snow, ice or sleet.

The most we will pay for loss or damage in any one occurrence is \$25,000 at each described premises. The provisions of this extension supersede all other outdoor signs coverage references in the Building And Personal Property Coverage Form.

##### h. Fine Arts Coverage

You may extend the insurance that applies to Your Business Personal Property or Personal Property of Others to apply to Fine Arts.

1. Fine arts include antiques, paintings, etchings, drawings, tapestries, sculptures and fragile property such as porcelain, china and marble.
2. The most we will pay for loss in any one occurrence under this coverage extension is \$25,000 at each described premises.
3. Fine Arts Coverage is subject to all applicable provisions of the Causes of Loss Form on the policy.

In addition, we will not pay for loss or damage caused by or resulting from any repairing, restoration or retouching of the Covered Property

4. The following condition is added to **Loss Conditions 7. Valuation:**
  - f. The value of fine arts will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before the loss; or
3. The cost of replacing that property with substantially identical property.

In the event of loss, the value of property will be determined as of the time of loss.

##### i. Computer Equipment Coverage

You may extend insurance that applies to Your Business Personal Property or Personal Property of Others to apply to electronic data processing office equipment, including component parts of such equipment. Coverage under this extension does not apply to electronic data.

The most we will pay for loss or damage to covered property is \$25,000 at each described premises.

The provisions in **Optional Coverages G. 3. Replacement Cost** and **4. Extension Of Replacement Cost To Personal Property Of Others** apply to property covered in this extension.

##### j. Installation Coverage

We will pay for loss or damage to Covered Property by a Covered Cause of Loss while it is at a job site, or while temporarily being stored, for up to 90 days, while waiting to be installed. This coverage ends once the Covered Property is installed, or the buyer accepts the work as completed, whichever comes first.

The most we will pay under this Extension is \$10,000.

#### 5. Section E. Loss Conditions

The following changes apply to Paragraph 4. **Loss Payment** in Section E. **Loss Conditions:**

- a. Paragraph 4.a. is amended to include the following option:
  - (5) If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:

- i. Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- ii. Remove the brands or labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.

If you elect one of these options, we will pay the difference between the salvage value of the damaged merchandise with the brand or label attached, and the salvage value of the damaged merchandise with the brand or label removed.

b. The following Condition is added:

- 4.h. We will pay up to \$10,000 towards the cost of inventories that we request, or appraisals that are required under the Loss Conditions.

## B. Changes to Causes of Loss – Special Form

1. **Exclusion 1.b. Earth Movement** is replaced with the following:

We will pay up to \$25,000 for direct physical loss or damage to Covered Property caused directly or indirectly by earth movement.

This limited coverage does not apply to loss of Business Income or Extra Expense.

We will not pay for loss or damage until the loss or damage exceeds \$1,000, and then we will pay the amount of loss or damage up to \$25,000.

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

3. **Exclusion 1.e. Utility Services** is replaced with the following:

We will pay up to \$25,000 for loss or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property, not on the described premises.

a. **Water Supply Services**, meaning the following types of property supplying water to the described premises:

- (1) Pumping stations; and
- (2) Water mains.

b. **Communications Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (1) Communication transmission lines;
- (2) Coaxial cables; and
- (3) 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:

- (1) Utility generating plants;
- (2) Switching stations;
- (3) Substations; Transformers; and
- (4) Transmission lines.

It does not include overhead transmission lines.

4. **Exclusion 1.g. Water** is replaced with the following:

We will pay up to \$25,000 for direct physical loss or damage to Covered Property caused directly or indirectly by water.

This limited coverage does not apply to loss of Business Income or Extra Expense

We will not pay for loss or damage until the amount exceeds \$1,000, and then we will pay the amount of the loss or damage up to \$25,000.

All flooding in a continuous or protracted event will constitute a single flood.

5. **Changes or Extremes in Temperature or Humidity**

**Exclusions 2.d.(7)(a) and 2.d.(7) (b)** are replaced with the following:

We will pay up to \$25,000 for direct physical loss or damage to Business Personal Property caused by changes in or extremes of temperature or humidity.

6. As respects coverage provided in **Additional Extension J. Installation Coverage**, subparagraph d. of Paragraph 1. of **Section C. Limitations** is replaced with the following:

- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
- (2) Building materials and supplies unless intended to be installed at a job site by you. Such property is covered while at:
  - a. your premises;
  - b. a job site; or
  - c. a temporary storage location.

Coverage applies for up to 90 days while waiting installation.

- (3) Business Income coverage or Extra Expense coverage.

- 7. Sub-paragraphs a. through d. of Paragraph 3. of **Section C. Limitations** are replaced with the following:

- a. \$10,000 for furs, fur garments, and garments trimmed with fur.
- b. \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

- 8. Sub-paragraph b. of Paragraph 1. **Property In Transit** of **Section F. Additional Coverage Extensions** is deleted.

### C. Extra Expense

Coverage is provided for Extra Expense as described in the **Extra Expense Coverage Form** or the **Business Income (And Extra Expense) Coverage Form**, whichever applies. The most we will pay in any one occurrence at each described premises is \$10,000, unless a higher Limit of Insurance is shown in the Declarations.

### D. Money and Securities Coverage

Coverage is provided under the following Insuring Agreements in the Commercial Crime Coverage Form (Loss Sustained Form):

#### **Insuring Agreement 3. Inside The Premises – Theft Of Money And Securities**

**Limit of Insurance** \$ 10,000

#### **Insuring Agreement 5. Outside The Premises**

**Limit of Insurance** \$5,000

The Limit of Insurance is the most we will for loss in any one “occurrence” at each described premises, unless a higher Limit of Insurance is shown in the Declarations.

### E. Accounts Receivable Coverage Form

The Accounts Receivable Coverage Form is Coverage is added to the policy. The most we will pay for loss or damage in any one occurrence at each described premises is \$25,000, unless a higher Limit of Insurance is shown in the Declarations.

Paragraph **3.b.Coinsurance** in **D. Additional Conditions** does not apply.

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

## **PUBLIC ENTITY**

### **SPECIAL EXTENSIONS OF PROPERTY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART - BUILDING AND PERSONAL PROPERTY COVERAGE FORM**  
**COMMERCIAL PROPERTY COVERAGE PART – BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**  
**COMMERCIAL PROPERTY COVERAGE PART – EXTRA EXPENSE COVERAGE FORM**  
**COMMERCIAL CRIME COVERAGE PART – COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)**  
**COMMERCIAL INLAND MARINE COVERAGE PART – ACCOUNTS RECEIVABLE COVERAGE FORM**

The provisions of the Building And Personal Property Coverage Form, Business Income (And Extra Expense) Coverage Form, Extra Expense Coverage Form, Commercial Crime Coverage Form (Loss Sustained Form), Accounts Receivable Coverage Form and Commercial General Liability Coverage Form apply except as otherwise provided in this endorsement. This endorsement applies only if the Coverage Forms named above are included in this policy.

#### **A. Changes To The Building and Personal Property Coverage Form**

##### **1. Additional Coverages**

The following **Additional Coverages** are added. The limit applicable to each **Additional Coverage** is additional insurance and is the most we will pay for loss or damage to such property, unless a higher Limit of Insurance is shown in the Declarations.

##### **g. Commandeered Property**

- (1)** We will pay for loss of or damage to "commandeered property" if such loss or damage is caused by or results from a Covered Cause of Loss.
- (2)** We will only cover "commandeered property" during the time you officially use such property to handle an "emergency situation", including while in transit, plus the reasonable time necessary to return the property.
- (3)** The most we will pay for loss under this Additional Coverage is \$25,000, unless a higher limit for "Commandeered Property" is shown in the Declarations.
- (4)** A \$1,000 deductible applies to this Additional Coverage.

##### **h. Impounded Property**

- (1)** We will pay for loss or damage to "impounded property" if such loss or damage is caused by or results from a Covered Cause of Loss but not before an official inventory of such property is taken and signed by the owner of the property.
- (2)** We will only cover "impounded property" during the time you are in possession of such property, including while in transit, in your official capacity of enforcing the laws of the local, state or Federal government.
- (3)** The most we will pay for loss under this Additional Coverage is \$10,000, unless a higher limit for "Impounded Property" is shown in the Declarations.
- (4)** A \$500 deductible applies to this Additional Coverage.

##### **i. Rewards Reimbursement**

We will reimburse you for rewards paid as follows:

1. Up to \$5,000 to any person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However, we will pay no more than 10% of the lesser of the following amounts:
  - a) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
  - b) The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Conditions.
2. Up to \$5,000 to an eligible person for the return of stolen Covered Property, when the loss is caused by theft. However, we will pay no more than 10% of the lesser of the following amounts:
  - a) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
  - b) The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Condition.

This Additional Coverage applies subject to the following conditions:

1. The eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:
  - (a) You or any family member;
  - (b) Your employee or any of his or her family members;
  - (c) An employee of a law enforcement agency;
  - (d) An employee of a business engaged in property protection;
  - (e) Any person who had custody of the Covered Property at the time the theft was committed; or

- (f) Any person involved in the crime.
2. No reward will be reimbursed unless and until the person (s) committing the crime is (are) convicted or the Covered Property is returned.
3. The lesser of the amount of the reward or \$5,000 is the most we will reimburse for any loss under this Additional Coverage in one occurrence.

## 2. Coverage Extensions

The following changes apply:

### a. Newly Acquired Or Constructed Property

#### (1) Buildings

The last sentence is replaced with the following:

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

#### (2) Your Business Personal Property

The last sentence in subparagraph (2) (a) is replaced with the following;

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

#### (3) Period of Coverage

The number of days in subparagraph (b) is amended to read 180 days in lieu of 30 days with respect to Buildings.

### b. Personal Effects And Property Of Others

The last paragraph is replaced with the following:

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

### c. Valuable Papers And Records (Other Than Electronic Data)

The first sentence in paragraph (4) is replaced with the following:

Under this Extension, the most we will pay to replace or restore the lost information is \$15,000 at each described premises, unless a higher limit is shown in the Declarations.

**d. Outdoor Property**

Extension e. Outdoor Property is replaced with the following:

You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises:

Outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

1. Fire;
2. Lightning;
3. Explosion;
4. Riot or civil commotion; or
5. Aircraft.

The most we will pay for loss or damage

under this Extension is \$1,000, but not

more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

**3. Additional Coverage Extensions**

The following Extensions are added:

**g. Outdoor Signs**

You may extend the insurance provided by this Coverage Form to apply to outdoor signs:

1. Owned by you; or
2. Owned by others but in your care, custody or control.

Outdoor Sign Coverage is subject to all applicable provisions of the Causes of Loss Form on the policy. In addition, for signs (other than signs attached to buildings), we will not pay for loss or damage caused by or resulting from any of the following:

1. Dampness or dryness of atmosphere;
2. Changes in or extremes of temperature;
3. Marring or scratching;
4. Rain, snow, ice or sleet.

The most we will pay for loss or damage in any one occurrence is \$15,000 at each described premises. The provisions of this extension supersede all other outdoor signs coverage references in the Building And Personal Property Coverage Form.

**h. Back up of Sewers and Drains**

You may extend the insurance provided by this Coverage Form to apply to loss or damage to Covered Property caused by or resulting from:

- (1) Water or water-borne material that backs up or overflows from a sewer, drain or sump; or
- (2) Water or water-borne material, under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

The most we will pay for loss or damage under this Extension in any one occurrence is \$10,000.

**i. Computer Equipment**

You may extend insurance that applies to Your Business Personal Property or Personal Property of Others to apply to electronic data processing office equipment, including component parts of such equipment. Coverage under this extension does not apply to electronic data.

The most we will pay for loss or damage to covered property is \$10,000 at each described premises.

The provisions in **Optional Coverages G. 3. Replacement Cost** and **4. Extension Of Replacement Cost To Personal Property Of Others** apply to property covered in this extension.

**C. Section E. Loss Conditions**

1. The following changes apply to Paragraph 7. **Valuation** in Section E. **Loss Conditions**:

f. "Commandeered property" and "impounded property" at actual cash value as of the time of loss or damage.

2. **Vacancy Provision 6.b** does not apply to "Commandeered property" or "impounded property."

3. The following Condition is added to **Section 4. Loss Payment:**

h. We will pay up to \$5,000 in any one occurrence for reasonable expenses you incur in preparing loss data required by policy conditions after a covered property loss. This includes the cost of taking inventory, getting appraisals, and preparing other data in order to determine the extent of your covered loss.

#### D. Extra Expense

Coverage is provided for Extra Expense as described in the **Extra Expense Coverage Form** or the **Business Income (And Extra Expense) Coverage Form**, whichever applies. The most we will pay in any one occurrence at each described premises is \$10,000, unless a higher Limit of Insurance is shown in the Declarations

#### E. Money and Securities

**Coverage** is provided under the following Insuring Agreements in the **Commercial Crime Coverage Form (Loss Sustained Form):**

**Insuring Agreement 3. Inside The Premises – Theft Of Money And Securities**

**Limit of Insurance** \$ 5,000

**Insuring Agreement 5. Outside The Premises**  
**Limit of Insurance** \$5,000

**The Limit** of Insurance is the most we will for loss in any one "occurrence" at each described premises, unless a higher Limit of Insurance is shown in the Declarations. A special deductible of \$500 applies unless a higher deductible is shown in the Declarations.

#### F. Accounts Receivable Coverage Form

The Accounts Receivable Coverage Form is added to the policy. The most we will pay for loss or damage in any one occurrence at each described premises is \$15,000, unless a higher Limit of Insurance is shown in the Declarations.

**Paragraph 3.b.Coinsurance** in **D. Additional Conditions** does not apply.

#### G. Definitions

1. "Automobile" means:

a. a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or

b. any other land vehicle that is subject to compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged, but does not include "mobile equipment".

2. "Commandeered Property" means building and personal property belonging to someone else including watercraft, aircraft and animals that you commandeer, seize, borrow or take over for official use to handle an "emergency situation" or to enforce the laws of the local, state or Federal government but such property does not include:

a. Personal effects owned by your, your officers, your partners or members, your managers, your employees or volunteers;

b. "Automobiles" or their parts, accessories and equipment; or

c. "Money" and "securities".

3. "Emergency Situation" means an unexpected situation demanding immediate, official action, but does not include response to situations which are your normal or routine activities.

4. "Impounded Property" means buildings and personal property belonging to someone else including watercraft, aircraft and animals that you take and hold in legal custody in your official capacity of enforcing the laws of the local, state or Federal government, but such property does not include:

a. Personal effects owned by your, your officers, your partners or members, your managers, your employees or volunteers;

b. "Automobiles" or their parts, accessories and equipment; or

c. "Money" and "securities".

5. "Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraphs **1.**, **2.**, **3.**, or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraphs **1.**, **2.**, **3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "automobiles."
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing;  
or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

*SERFF Tracking Number:* ACEH-125943463 *State:* Arkansas  
*Filing Company:* Indemnity Insurance Company of North America *State Tracking Number:* EFT \$25 EFT \$25  
*Company Tracking Number:* 08-CML-2007853F  
*TOI:* 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
*Product Name:* 08-CML-2007853  
*Project Name/Number:* Package Extensions of Coverage/08-CML-2007853

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125943463 State: Arkansas  
Filing Company: Indemnity Insurance Company of North America State Tracking Number: EFT \$25 EFT \$25  
Company Tracking Number: 08-CML-2007853F  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: 08-CML-2007853  
Project Name/Number: Package Extensions of Coverage/08-CML-2007853

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 12/22/2008

**Comments:**

**Attachments:**

AR NAIC Transmittal F -.pdf  
AR FORMS SCHEDULE PAGE.pdf

**Satisfied -Name:** Filing memorandum **Review Status:** Approved 12/22/2008

**Comments:**

**Attachment:**

AR Filing Memo - All Other (Form).pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <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					

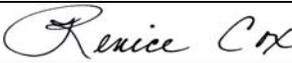
<b>3. Group Name</b>	<b>Group NAIC #</b>
ACE USA	626

4. Company Name(s)	Domicile	NAIC #	FEIN #
Indemnity Ins. Co. of North America	PA	43575	06-1016108

<b>5. Company Tracking Number</b>	08-CML-2007853
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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
	Renice Cox 510 Walnut Street WB04G Philadelphia, PA 19106	Regulatory Specialist	(215) 640-4876	(215) 640-4986	Renice.cox@ace-ina.com

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

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

9.	Type of Insurance (TOI)	CMP Liability & Non-Liability
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"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 03/01/09      Renewal: 03/01/09

## Property & Casualty Transmittal Document---

<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16.</b>	<b>Reference Organization</b> (if applicable)	
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	
<b>18.</b>	<b>Company's Date of Filing</b>	12/16/2008
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	08-CML-2007853
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<b>21.</b>	<b>Filing Description</b> [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 introduce three additional independent Commercial Package forms for use in Indemnity Insurance Company of North America. These forms contain extensions of coverage commonly requested by our customers:

Special Extensions of Coverage, **FA-23072**, which will be attached to all policies unless a specific program Special Extensions of Coverage form applies.

Recycling Special Extensions of Property Coverage, **FA-23074**, which will be attached to all recycling program policies.

Public Entity Special Extensions of Property Coverage, **FA-23076**, which will be attached to all public entity program policies.

We propose implementing these changes effective March 1, 2009.

<b>22.</b>	<b>Filing Fees</b> (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><b>Check #:</b> N/A  <b>Amount:</b> N/A</p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	

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



### FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)

(Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	08-CP-2007853 F			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>				
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Special Extensions of Coverage	<b>FA-23072 (08/06)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Recycling Special Extensions of Property Coverage	<b>FA-23074 (08/06)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Public Entity Special Extensions of Property Coverage	<b>FA-23076 (08/06)</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

## **FILING MEMORANDUM**

### **Forms**

The purpose of this filing is to introduce three additional independent Commercial Package forms for use in Indemnity Insurance Company of North America. These forms contain extensions of coverage commonly requested by our customers:

- ✦ Special Extensions of Coverage, **FA-23072**, which will be attached to all policies unless a specific program Special Extensions of Coverage form applies.
- ✦ Recycling Special Extensions of Property Coverage, **FA-23074**, which will be attached to all recycling program policies.
- ✦ Public Entity Special Extensions of Property Coverage, **FA-23076**, which will be attached to all public entity program policies.

We propose implementing these changes effective March 1, 2009.