

SERFF Tracking Number: AOIC-125922484 State: Arkansas
First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: BOP-AR-99-11/26/2008-54353
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Businessowners
Project Name/Number: BOP/54353

Filing at a Glance

Companies: Auto-Owners Insurance Company, Owners Insurance Company

Product Name: Businessowners SERFF Tr Num: AOIC-125922484 State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 05.0002 Businessowners Co Tr Num: BOP-AR-99-11/26/2008-54353 State Status: Fees verified and received

Filing Type: Form Co Status: Pending Reviewer(s): Betty Montesi, Llyweyia Rawlins

Authors: Claudia Stewart, Drew Westen Disposition Date: 12/02/2008

Date Submitted: 12/02/2008 Disposition Status: Approved

Effective Date Requested (New): 01/04/2009 Effective Date (New): 01/04/2009

Effective Date Requested (Renewal): 01/04/2009 Effective Date (Renewal): 01/04/2009

State Filing Description:

General Information

Project Name: BOP

Project Number: 54353

Reference Organization:

Reference Title:

Filing Status Changed: 12/02/2008

State Status Changed: 12/02/2008

Corresponding Filing Tracking Number:

Filing Description:

FORM FILING: 54353 (10-08) - Businessowners Liability Plus Endorsement

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Form Attaches To: Businessowners Liability Coverage Form, Businessowners Common Policy Conditions

SERFF Tracking Number: AOIC-125922484 State: Arkansas
First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: BOP-AR-99-11/26/2008-54353
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Businessowners
Project Name/Number: BOP/54353

Use: Adds several optional liability coverages within one liability package endorsement.

Revisions to the form include: Initial Filing

Submitted for your approval is the above-referenced form. We desire to use this form with policies effective on or after January 04, 2009.

If you have any questions, please feel free to contact one of the following:

Manager:

GREG MACK, CPCU, AIS, AU, MANAGER
BUSINESSOWNERS UNDERWRITING
MACK.GREG@AOINS.COM (emails without attachments)
commlinesund@aoins.net (emails with attachments)
517-327-4915

Underwriter:

NICHOLE BROWN
BROWN.NICHOLE@AOINS.COM
(517) 327-4917

Company and Contact

Filing Contact Information

Greg Mack, Manager
PO Box 30660
Lansing, MI 48909-8160
mack.greg@aoins.com
(800) 346-0346 [Phone]
(517) 391-1903[FAX]

Filing Company Information

Auto-Owners Insurance Company CoCode: 18988 State of Domicile: Michigan

SERFF Tracking Number: AOIC-125922484 State: Arkansas
First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: BOP-AR-99-11/26/2008-54353
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Businessowners
Project Name/Number: BOP/54353

P.O. Box 30660	Group Code: 280	Company Type: PC
Lansing, MI 48909-8160	Group Name: Auto-Owners Ins Group	State ID Number:
(800) 346-0346 ext. [Phone]	FEIN Number: 38-0315280 -----	
Owners Insurance Company	CoCode: 32700	State of Domicile: Ohio
P.O. Box 30660	Group Code: 280	Company Type: PC
Lansing, MI 48909-8160	Group Name: Auto-Owners Ins Group	State ID Number:
(800) 346-0346 ext. [Phone]	FEIN Number: 34-1172650 -----	

SERFF Tracking Number: AOIC-125922484 State: Arkansas
First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: BOP-AR-99-11/26/2008-54353
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Businessowners
Project Name/Number: BOP/54353

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 per filing
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Auto-Owners Insurance Company	\$50.00	12/02/2008	24253043
Owners Insurance Company	\$0.00	12/02/2008	

SERFF Tracking Number: AOIC-125922484 State: Arkansas
First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: BOP-AR-99-11/26/2008-54353
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Businessowners
Project Name/Number: BOP/54353

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/02/2008	12/02/2008

SERFF Tracking Number: AOIC-125922484 State: Arkansas
First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: BOP-AR-99-11/26/2008-54353
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Businessowners
Project Name/Number: BOP/54353

Disposition

Disposition Date: 12/02/2008
Effective Date (New): 01/04/2009
Effective Date (Renewal): 01/04/2009
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

SERFF Tracking Number: AOIC-125922484 State: Arkansas
 First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: BOP-AR-99-11/26/2008-54353
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
 Liability
 Product Name: Businessowners
 Project Name/Number: BOP/54353

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Businessowners Liability Plus Endorsement	Approved	Yes

SERFF Tracking Number: AOIC-125922484 State: Arkansas
 First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: BOP-AR-99-11/26/2008-54353
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
 Liability
 Product Name: Businessowners
 Project Name/Number: BOP/54353

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Businessowners Liability Plus Endorsement	54353	10-08	Endorsement/New/Amendment/Conditions		0.00	54353 (10-08).pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

1. EXTENDED WATERCRAFT COVERAGE

Under B. EXCLUSIONS, 1. Applicable to Business Liability Coverage, g. exclusion (2) is deleted and is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 50 feet long; and
- (b) Not being used to carry persons or property for a charge;

2. HIRED AUTO AND NON-OWNED AUTO LIABILITY COVERAGE

Coverage for "bodily injury" and "property damage" liability provided under A. COVERAGES, 1. Business Liability, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a. You do not own;
- b. Which is not registered in your name; or
- c. Which is not leased or rented to you for more than ninety consecutive days

and which is used in your business.

Exclusions

With respect to only HIRED AUTO AND NON-OWNED AUTO LIABILITY COVERAGE, the exclusions which apply to A. COVERAGES, 1. Business Liability, other than exclusion 3. Nuclear Energy Liability Exclusion, do not apply. The following exclusions apply to this coverage:

This coverage does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) That are, or are contained in any property that is:
 - 1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
 - 2) Otherwise in the course of transit by you or on your behalf; or

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright Insurance Services Office, Inc., 1984, 1985

- 3) Being disposed of, stored, treated or processed into or upon the "auto";
- (b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
- (c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting in your behalf.
- c.(1)(a) above does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.
- c.(1)(b) and c.(1)(c) above do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or

in any way responding to, or assessing the effects of "pollutants".

- d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
- (2) That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
- (1) Property owned or being transported by, or rented or loaned to any insured; or
- (2) Property in the care, custody or control of any insured
- other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.
- g. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract".
- (2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, C. WHO IS AN INSURED, is deleted and replaced by the following:

C. WHO IS AN INSURED

Each of the following is an insured with respect to this coverage:

- a. You.
- b. Your partners if you are designated in the Declarations as a partnership or a joint venture.
- c. Your members if you are designated in the Declarations as a limited liability company.
- d. Your executive officers if you are designated in the Declarations as an organiza-

tion other than a partnership, joint venture or limited liability company.

- e. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
- b. Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
 - (1) Such person; or
 - (2) Any partner or executive officer of yours or a member of his or her household; or
 - (3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- d. The owner or lessee (of whom you are a sublessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
- e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE, is deleted and replaced by the following:

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
2. Except as provided in paragraph 4. immediately below, the most we will pay for the sum of all damages because of all:
 - a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and
 - b. "Personal injury" and "advertising injury" sustained by any one person or organization

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

3. The most we will pay under Business Liability Coverage for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Fire, Lightning, Explosion, Smoke and Water Damage Legal Liability.

4. We will pay damages for "bodily injury" or "property damage" up to the limits of liability stated in the Declarations for Hired Auto and Non-Owned Liability coverage. Such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".

5. Aggregate Limits

The most we will pay for:

- a. Injury or damage under the "products/completed operations hazard" arising from all "occurrences" during the policy period is the Products-Completed Operations Aggregate limit shown in the Declarations; and
- b. All other injury or damage, including medical expenses, arising from all "occurrences" during the policy period is the Aggregate Limit (Other than Products-Completed Operations) shown in the Declarations. This limitation does not apply to:
 - (1) "Property damage" to premises rented to you arising out of fire or explosion.
 - (2) Hired Auto And Non-owned Auto Liability Coverage provided under this endorsement.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

3. BROADENED SUPPLEMENTARY PAYMENTS COVERAGE

Under A. COVERAGES, 1. Business Liability, e. Coverage Extension - Supplementary Payments:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright Insurance Services Office, Inc., 1984, 1985

Paragraph (2.), the amount we will pay for bail bonds is increased from \$250 to \$2,000.

Paragraph (4.), the amount we will pay for the actual loss of earnings is increased from \$100 per day to \$400 per day.

4. PERSONAL INJURY EXTENSION COVERAGE

- a. If Personal Injury is shown as "EXCLUDED" in the Declarations, then this provision, **PERSONAL INJURY EXTENSION COVERAGE** does not apply.
- b. If a limit is shown in the Declarations for Personal Injury, then under **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS, 10.** "Personal injury" is deleted and replaced by the following:
 10. "Personal injury" means, other than "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy; or
 - f. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

5. BROADENED KNOWLEDGE OF OCCURRENCE

Under **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, the following paragraph is added:

Paragraphs a. and b. of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply:

- a. To you; or
- b. To any officer, director, partner, risk manager or insurance manager of yours.

6. FIRE, LIGHTNING, EXPLOSION, SMOKE AND WATER DAMAGE LEGAL LIABILITY

- a. **Fire, Lightning, Explosion, Smoke and Water Damage Legal Liability Coverage**

Under **SECTION B - EXCLUSIONS**, the last paragraph is deleted and replaced by the following:

Exclusions c., d., e., f., g., h., i., k., l., m., n., and o. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **6. FIRE, LIGHTNING, EXPLOSION, SMOKE AND WATER DAMAGE LEGAL LIABILITY, b. Limits of Insurance.**

The following additional exclusions apply to "property damage" arising out of Water Damage to premises rented to you or temporarily occupied by you with permission of the owner:

- (1) "Property damage" to:

- (a) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
 - (b) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.
- (2) "Property damage" caused by or resulting from any of the following:
- (a) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
 - (b) Cracking, settling, expansion or shrinking;
 - (c) Smoke or smog;
 - (d) Birds, insects, rodents or other animals;
 - (e) Wear and tear;
 - (f) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
 - (g) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - 1) You make a reasonable effort to maintain heat in the building or structure; or
 - 2) You drain the equipment and shut off the water supply if the heat is not maintained.
- (3) "Property damage" caused directly or indirectly by any of the following:
- (a) Water that backs up from a drain or sewer;
 - (b) Mud flow or mudslide;
 - (c) Volcanic eruption, explosion or effusion;
 - (d) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
 - (e) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not;
 - (f) Water under the ground surface pressing on, or seeping or flowing through:
 - 1) Walls, foundations, floors or paved surfaces;
 - 2) Basements, whether paved or not; or
 - 3) Doors, windows or other openings.
- (4) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.
- b. Limits of Insurance**
- D. LIABILITY AND MEDICAL EXPENSES LIMIT OF INSURANCE**, is deleted and replaced by the following:
- D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 2. The most we will pay for the sum of all damages because of all:

- a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and
- b. "Personal injury" and "advertising injury" sustained by any one person or organization

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

- 3. The most we will pay under Business Liability Coverage for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Fire, Lightning, Explosion, Smoke and Water Damage Legal Liability.

4. Aggregate Limits

The most we will pay for:

- a. Injury or damage under the "products/completed operations hazard" arising from all "occurrences" during the policy period is the Products-Completed Operations Aggregate limit shown in the Declarations; and
- b. All other injury or damage, including medical expenses, arising from all "occurrences" during the policy period is the Aggregate Limit (Other than Products-Completed Operations) shown in the Declarations. This limitation does not apply to "property damage" to premises rented to you arising out of fire, lightning, explosion, smoke or water damage.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

7. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

- a. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only to the extent that the liability for:

- (1) "Bodily injury";
- (2) "Property damage";
- (3) "Personal injury"; or
- (4) "Advertising injury"

caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- c. The following is added to **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**:

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

8. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

a. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

- (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
- (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions, applicable to this provision only:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

c. The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. BLANKET WAIVER OF SUBROGATION

The following is added to **BUSINESSOWNERS COMMON POLICY CONDITIONS, J. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, 2.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right of recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

The following provision is added to **C. WHO IS AN INSURED.**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. **A. COVERAGES** does not apply to:

- (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (2) "Personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

All other policy terms and conditions apply.

SERFF Tracking Number: AOIC-125922484 State: Arkansas
First Filing Company: Auto-Owners Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: BOP-AR-99-11/26/2008-54353
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Businessowners
Project Name/Number: BOP/54353

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 12/02/2008

Comments:

Attachment:

54353 AR PCTD.pdf

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # BOP-AR-99-11/26/2008-54353

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

FORM FILING: 54353 (10-08) - Businessowners Liability Plus Endorsement

Form Attaches To: Businessowners Liability Coverage Form, Businessowners Common Policy Conditions

Use: Adds several optional liability coverages within one liability package endorsement.

Revisions to the form include: Initial Filing

Submitted for your approval is the above-referenced form. We desire to use this form with policies effective on or after January 04, 2009.

If you have any questions, please feel free to contact one of the following:

Manager:

GREG MACK, CPCU, AIS, AU, MANAGER
BUSINESSOWNERS UNDERWRITING
MACK.GREG@AOINS.COM (emails without attachments)
commlinesund@aoins.net (emails with attachments)
517-327-4915

Underwriter:

NICHOLE BROWN
BROWN.NICHOLE@AOINS.COM
(517) 327-4917

[View Complete Filing Description](#)

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

Check #: EFT

Amount: \$50 per filing

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

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

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	BOP-AR-99-11/26/2008-54353
-----------	--	----------------------------

2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
-----------	---	--

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Businessowners Liability Plus Endorsement	54353 (10-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1