

SERFF Tracking Number: CAPC-125927141 State: Arkansas  
Filing Company: Capitol Indemnity Corporation State Tracking Number: EFT \$50  
Company Tracking Number: 08-BOP-FO-MU-137  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners  
Liability  
Product Name: Food/Water Changes  
Project Name/Number: Food/Water Changes/08-BOP-FO-MU-137

## Filing at a Glance

Company: Capitol Indemnity Corporation

Product Name: Food/Water Changes

TOI: 05.0 Commercial Multi-Peril - Liability &  
Non-Liability

Sub-TOI: 05.0002 Businessowners

Filing Type: Form

SERFF Tr Num: CAPC-125927141 State: Arkansas

SERFF Status: Closed

State Tr Num: EFT \$50

Co Tr Num: 08-BOP-FO-MU-137

Co Status:

State Status: Fees received

Reviewer(s): Betty Montesi,  
Llyweyia Rawlins

Author: Christine Kidd

Date Submitted: 12/16/2008

Disposition Date: 12/16/2008

Disposition Status: Approved

Effective Date Requested (New): 02/01/2009

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

Effective Date (New): 02/01/2009

Effective Date (Renewal):  
04/01/2009

State Filing Description:

## General Information

Project Name: Food/Water Changes

Project Number: 08-BOP-FO-MU-137

Reference Organization: ISO

Reference Title: N/A

Filing Status Changed: 12/16/2008

State Status Changed: 12/16/2008

Corresponding Filing Tracking Number:

Filing Description:

RE: Company File Number: 08-BOP-FO-MU-137

Effective Date: 02-01-09 New Businesses; 04-01-09 Renewals

Company NAIC Number: 10472

Capitolized Businessowners Policy;

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

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#### Adult Care Insurance Program

Form Filing - Food Contamination CBP 091 (09-08)  
Water Exclusion Endorsement CBP 094 (12-08)  
Arkansas Changes CBP 072 (02-09)

#### Beauty, Barber & Body Insurance Program

Form Filing - Water Exclusion Endorsement CBP 094 (12-08)  
Arkansas Changes CBP 072 (02-09)

#### Contractors Insurance Program

Form Filing - Water Exclusion Endorsement CBP 094 (12-08)  
Arkansas Changes CBP 072 (02-09)

#### Day Care Insurance Program

Form Filing - Food Contamination CBP 091 (09-08)  
Water Exclusion Endorsement CBP 094 (12-08)  
Arkansas Changes CBP 072 (02-09)

#### Mercantile Insurance Program

Form Filing - Food Contamination CBP 091 (09-08)  
Water Exclusion Endorsement CBP 094 (12-08)  
Arkansas Changes CBP 072 (02-09)

#### Restaurant Insurance Program

Form Filing - Food Contamination CBP 091 (09-08)  
Water Exclusion Endorsement CBP 094 (12-08)  
Arkansas Changes CBP 072 (02-09)

#### Contractors – Special Trade Insurance Program

Form Filing - Contractors' Tools And Equipment Coverage CBP 014 (12-08)  
Exclusion Of Loss Due To Virus Or Bacteria CBP 078 (09-08)

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Water Exclusion Endorsement CBP 094 (12-08)

Arkansas Changes CBP 072 (02-09)

#### Explanatory Memo:

Our company has not yet adopted the current ISO Businessowners Program, therefore, it is necessary for us to file these mandatory endorsements to have the provisions of the ISO BP 01 59 Water Exclusion Endorsement and BP 04 31 Food Contamination follow the current policy language provisions in our filed and approved Businessowners Special Property form.

The language in our Water Exclusion Endorsement CBP 094 (12-08) follows the approved language found in ISO's Water Exclusion Endorsement BP 01 59 (08-08).

The language in our Food Contamination Endorsement CBP 091 (09-08) follows the approved language found in ISO's Food Contamination Endorsement BP 04 31 (01-06).

Please replace:

-Contractors' Tools And Equipment Coverage form CBP 014 (09-97) with the attached final printed copy of Contractors' Tools And Equipment Coverage form CBP 014 (12-08). CBP 014 (12-08) changes the wording in the Water Exclusion to reference B.1.g. Water of the Businessowners Special Property Coverage Form.

-Exclusion Of Loss Due To Virus Or Bacteria CBP 078 (01-07) with the attached final printed copy of Exclusion Of Loss Due To Virus Or Bacteria Endorsement CBP 078 (09-08). CBP 078 (09-08) changes the reference to Food Contamination Endorsement from ISO's BP 04 31 to our form 091 (09-08).

-Arkansas Changes CBP 072 (12-06) with the attached final printed copy of Arkansas Changes CBP 072 (02-09). CBP 072 (02-09) which includes changes approved in ISO's BP 01 53 02 09 to add E.4.b. of the Legal Action Against Us.

Thank you for your time and consideration.

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## Company and Contact

### Filing Contact Information

Chris Kidd, Product Analyst ckidd@capitol.net  
 PO Box 5900 (608) 829-4200 [Phone]  
 Madison, WI 53705-0900

### Filing Company Information

Capitol Indemnity Corporation CoCode: 10472 State of Domicile: Wisconsin  
 PO Box 5900 Group Code: 501 Company Type:  
 Madison, WI 53705 Group Name: State ID Number:  
 (608) 829-4200 ext. [Phone] FEIN Number: 39-0971527  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Capitol Indemnity Corporation	\$50.00	12/16/2008	24561006

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/16/2008	12/16/2008

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## Disposition

Disposition Date: 12/16/2008

Effective Date (New): 02/01/2009

Effective Date (Renewal): 04/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	CONTRACTORS' TOOLS AND EQUIPMENT COVERAGE	Approved	Yes
<b>Form</b>	Exclusion of Loss Due to Virus or Bacteria	Approved	Yes
<b>Form</b>	Food Contamination	Approved	Yes
<b>Form</b>	Water Exclusion Endorsement	Approved	Yes
<b>Form</b>	Arkansas Changes	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	CONTRACTORS' TOOLS AND EQUIPMENT COVERAGE	CBP 014 (12-08)	12-08	Policy/Coverage Form	Replaced Form #: CBP 014 (09-97) Previous Filing #:	0.00	CBP014 (12-08).pdf
Approved	Exclusion of Loss Due to Virus or Bacteria	CBP 078 (09-08)	09-08	Endorsement/Amendment/Conditions	Replaced Form #: CBP 078 (01-07) Previous Filing #:	0.00	CBP 078 09-08 Exclusion Virus or Bact. BP 06 01.pdf
Approved	Food Contamination	CBP 091 (09-08)	09-08	Endorsement/Amendment/Conditions		0.00	CBP091(09-08) Food Contamination1.pdf
Approved	Water Exclusion Endorsement	CBP 094 (12-08)	12-08	Endorsement/Amendment/Conditions		0.00	CBP 094 (12-08) Water Exclusion.pdf
Approved	Arkansas Changes	CBP 072 (02-09)	02-09	Endorsement/Amendment/Conditions	Replaced Form #: CBP 072 (12-06) Previous Filing #: AR-PC-06-021846		CBP072 (02-09) Arkansas Changes.pdf

**Capitol Indemnity Corporation**

P.O. Box 5900  
Madison, WI 53705

Comment [COMMENT1]: Flesch Score

THIS FORM CHANGES THE POLICY. PLEASE READ THIS FORM.

**CONTRACTORS' TOOLS  
AND EQUIPMENT COVERAGE**

This form changes the policy terms as follows:

**BUSINESSOWNERS POLICY**

**SCHEDULE\***

<b>BLANKET BASIS</b>		<b>LIMITS OF INSURANCE</b>	
All Covered Property as described in Paragraph <b>A.2.a.</b>		\$ _____	(not in excess of \$500 for any one item)
<b>ADDITIONAL PREMIUM</b>		\$	
<b>SCHEDULED BASIS</b>		<b>LIMITS OF INSURANCE</b>	
All Covered Property as described in Paragraph <b>A.2.b.</b>			
<b>Description Of Item</b>			
1.		1.	\$
2.		2.	\$
3.		3.	\$
4.		4.	\$
5.		5.	\$
6.		6.	\$
7.		7.	\$
<b>TOTAL LIMIT OF INSURANCE</b>		\$	
<b>ADDITIONAL PREMIUM</b>		\$	
<b>NON-OWNED TOOLS AND EQUIPMENT</b>		<b>LIMITS OF INSURANCE</b>	
		\$	
<b>ADDITIONAL PREMIUM</b>		\$	

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

If additional premiums for Contractors' Tools And Equipment (Blanket or Schedule Basis) or Non-Owned Tools And Equipment are shown in the Declarations or in the Schedule, the following coverage applies. This coverage is subject to the provisions applicable to the Businessowners Special Property Coverage Form, including Paragraph **D.** Deductibles, and the Businessowners Common Policy Conditions, except as provided below.

## A. Coverage

Paragraph **A.1.** of the Businessowners Special Property Coverage Form is replaced by the following:

We will pay for direct physical loss of or damage to Covered Property shown in the Schedule or Declarations caused by or resulting from any Covered Cause of Loss.

### 1. Covered Property

Covered Property means miscellaneous tools and equipment, including their:

- a. Accessories, whether or not attached; and
- b. Spare parts, that are specifically designed and intended for use in maintenance and operation of Covered Property;

that you own, or that you do not own but that are property of others in your care, custody or control.

### 2. Coverage

The property covered under this endorsement may be:

- a. Covered on a blanket basis for tools and equipment you own, that are not:
  - (1) Individually described in the Schedule or in the Declarations; and
  - (2) In excess of \$500 on any one item;if a blanket Limit of Insurance is shown in the Schedule or in the Declarations; or
- b. Covered on a scheduled basis for each item of tools and equipment you own that is specifically described in the Schedule or in the Declarations, and for which a Limit of Insurance is shown.

### 3. Property Not Covered

Paragraph **A.2.** of the Businessowners Special Property Coverage Form is amended as follows:

- a. Paragraph **A.2.a.** of the Businessowners Special Property Coverage Form is replaced by the following:

Aircraft, watercraft, their equipment or parts; automobiles; dealers' demonstration equipment, machinery and vehicles; dirt bikes, house trailers, mobile homes, mopeds, motorcycles, motorized bicycles, tricycles or four-wheel all terrain vehicles; snowmobiles, trucks and vehicles primarily designed and licensed for road use;
- b. The following is added to Paragraph **A.2.:**

Covered Property does not include:

  - (1) Property while in caissons or underwater, or while being used in underground mining, tunneling or similar operations;
  - (2) Property you have loaned, rented or leased to others;

(3) Property that is or will become a permanent part of any building or structure; or

(4) Property held for sale.

#### 4. Covered Causes Of Loss

Paragraph **A.3.** of the Businessowners Special Property Coverage Form is replaced by the following:

##### Covered Causes Of Loss

Risk Of Direct Physical Loss, unless the loss is:

- a. Excluded in Paragraph **B.** Exclusions;
- b. Limited in Paragraph **A.4.** Limitations; or
- c. Excluded in Paragraph **B.** of this Contractors' Tools and Equipment Coverage Endorsement.

#### 5. Coverage Extensions

The following is added to Paragraph **A.6.** of the Businessowners Special Property Coverage Form:

##### m. Newly Acquired Property

- (1) If, during the policy period, you acquire property of a type that is specifically described in the Schedule or Declarations, you may extend coverage to apply to such property.
- (2) The most we will pay for loss or damage under this Coverage Extension is the lesser of:
  - (a) 25% of the total limit of insurance shown in the Schedule of Declarations for property covered on a scheduled basis; or
  - (b) \$50,000.
- (3) This Coverage Extension will end when any of the following first occurs:
  - (a) This policy expires or is cancelled;
  - (b) 30 days after the date of acquisition of the newly acquired property; or
  - (c) You report values of the newly acquired property to us.

We will charge you additional premium based on values reported from the date of purchase.

#### B. Exclusions

- 1. Paragraph (1) of Exclusion **B.1.b. Earth Movement** of the Businessowners Special Property Coverage Form does not apply to loss or damage caused directly or indirectly by earthquake.
- 2. Paragraph (1) of Exclusion **B.1.g. Water** of the Businessowners Special Property Coverage Form does not apply to loss or damage caused directly or indirectly by flood, surface water, waves

(including tidal wave and tsunami), tides, tidal waves, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge).

**3.** The following exclusions are added to Paragraph **B.2.** of the Businessowners Special Property Coverage Form:

**2.** We will not pay for loss or damage caused by or resulting from:

- l.** The weight of a load, when it exceeds the designed capacity of any Covered Property to lift, move or support the load from any position.
- m.** Collision, upset or overturn of any Covered Property to the extent of any loss of or damage to the tires and tubes of such property. But we will pay for the loss of or damage to the tires or inner tubes if the same accident causes other covered loss to the same Covered Property.
- n.** Your neglect to use all reasonable means to save and preserve Covered Property from impending loss or damage during and after the occurrence of loss.
- o.** Theft of Covered Property from any unattended vehicle, unless at the time of theft its windows, doors and compartments were closed and locked, and there are visible signs that the theft was a result of forced entry. But this exclusion does not apply to property in the custody of a carrier for hire.

**C. Limits of Insurance**

Paragraph **C.** of the Businessowners Special Property Coverage Form is replaced by the following:

The most we will pay for loss or damage in any one occurrence is the applicable limit of insurance shown in the Schedule or Declarations.

**D. Optional Coverage - Non-Owned Tools And Equipment**

When a limit of insurance is shown in the Schedule or Declarations, Covered Property includes contractors' tools and equipment leased or rented from others that are in your care, custody or control.

The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Non-Owned Tools And Equipment shown in the Schedule or Declarations.

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

## **EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS POLICY**

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under **Businessowners Special Property Coverage Form** in all forms and endorsements that comprise this Businessowners Policy, except as provided in Paragraph **C.** This includes but is not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.
- C.** However, the exclusion in Paragraph **B.** does not apply to the following:
  - 1.** Loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Businessowners Policy; or
  - 2.** Coverage otherwise provided under Food Contamination Endorsement **CBP 091** (if that endorsement is attached to this Businessowners Policy); or
  - 3.** Coverage otherwise provided under the Food Contamination Additional Coverage in Restaurants Endorsement **BP 07 78** (if that endorsement is attached to this Businessowners Policy).
- D.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supercedes any exclusion relating to "pollutants".
- E.** The following provisions in this Businessowners Policy are hereby amended to remove reference to bacteria:
  - 1.** Exclusion of "Fungi", Wet Rot, Dry Rot And Bacteria; and
  - 2.** Additional Coverage – Limited Coverage For "Fungi", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- F.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Businessowners Policy.

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

## **FOOD CONTAMINATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

### **SCHEDULE**

<b>A. Food Contamination Limit Of Insurance</b>
\$ 10,000
<b>B. Additional Advertising Expense Limit Of Insurance</b>
\$ 3,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Businessowners Special Property Coverage Form CBP 020** is amended as follows:

**A.** The following is added to Paragraph **A.5. Additional Coverages:**

#### **Food Contamination**

- (1)** If your business at the described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of "food contamination", we will pay:
  - (a)** Your expense to clean your equipment as required by the Board of Health or any other governmental authority;
  - (b)** Your cost to replace the food which is, or is suspected to be, contaminated;
  - (c)** Your expense to provide necessary medical tests or vaccinations for your infected employees. However, we will not pay for any expense that is otherwise covered under a Workers' Compensation Policy;
  - (d)** **If Business Income is currently provided on your policy, we will pay** the loss of Business Income you sustain due to the necessary "suspension" of your "operations". The limit of insurance available is subject to the Limit of Insurance shown in the schedule for Food Contamination. The coverage for Business Income will begin 24 hours after you receive notice of closing from the Board of Health or any other governmental authority; and
  - (e)** Additional advertising expenses you incur to restore your reputation.

**(2)** For the purposes of this endorsement, Business Income has the same meaning given in Additional Coverage **f. Business Income**.

**(3)** The most we will pay for all loss under Paragraphs **(1)(a)** through **(1)(d)**, including Business Income, is \$10,000.

The most we will pay for all loss under Paragraph **(1)(e)** is \$3,000.

The limit of insurance provided applies to any one occurrence of Food Contamination regardless of the number of locations involved.

**(4)** We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of food contamination at the described premises.

**B.** The following is added to Paragraph **H. Property Definitions:**

"Food contamination" means an incidence of food poisoning to one or more of your customers as a result of:

1. Tainted food you purchased;
2. Food which has been improperly stored, handled or prepared; or
3. A communicable disease transmitted through one or more of your employees.

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

## **WATER EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM**

The following replaces exclusion B.1.g. **Water** under **Businessowners Special Property Coverage Form CBP 020**.

**g. Water**

1. Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
2. Mudslide or mudflow;
3. Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
4. Water under the ground surface pressing on, or flowing or seeping through:
  - a. Foundations, walls, floors or paved surfaces;
  - b. Basements, whether paved or not; or
  - c. Doors, windows or other openings; or

5. Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1., 3. or 4., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 5., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs 1. through 5., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS POLICY

#### A. Common Policy Conditions

1. Paragraph **A.5.Cancellation** of the **Common Policy Conditions** is replaced by the following:

##### 5. Premium Refund

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. We will refund the pro rata unearned premium if the policy is:
  - (1) Cancelled by us or at our request;
  - (2) Cancelled but rewritten with us or in our company group;
  - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
  - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
- c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b. (2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d. The cancellation will be effective even if we have not made or offered a refund.
- e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium.

2. The following is added to Paragraph **A. Cancellation** of the **Common Policy Conditions**:

##### **Cancellation Of Policies In Effect More Than 60 Days**

- a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
  - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
  - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
  - (5) Nonpayment of membership dues in those cases where our bylaws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
  - (6) A material violation of a material provision of the policy.
- b. If we cancel for:
  - (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

- (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

3. The following paragraph is added to the **Common Policy Conditions** and supersedes any other provision to the contrary:

**M. Nonrenewal**

1. If we decide not to renew this policy, we will mail to the Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
  - a. Its expiration date; or
  - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the Named Insured's failure to pay any premium required for renewal.

The provisions of this Paragraph 1. do not apply to any mortgageholder.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

**B. Businessowners Special Property Coverage Form**

1. Paragraph **E.2. Appraisal** Property Loss Condition is replaced by the following:

**2. Appraisal**

- a. If we and you disagree on the value of the property or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire.

- b. An appraisal decision will not be binding on either party.
- c. If there is an appraisal, we will still retain our right to deny the claim.
- d. Each party will:
  - (1) Pay its chosen appraiser; and
  - (2) Bear the other expenses of the appraisal and umpire equally.

2. Paragraph **E.4.b.** of the **Legal Action Against Us** Property Loss Conditions is replaced by the following:

- b. The action is brought within five years after the date on which the direct physical loss or damage occurred.

3. Paragraph **F.2.g.** of the Mortgageholders Property General Conditions is replaced by the following:

g. If we elect not to renew this policy, we will give written notice to the mortgageholder:

- (1) As soon as practicable if nonrenewal is due to the Named Insured's failure to pay any premium required for renewal; or
- (2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

*SERFF Tracking Number:* CAPC-125927141 *State:* Arkansas  
*Filing Company:* Capitol Indemnity Corporation *State Tracking Number:* EFT \$50  
*Company Tracking Number:* 08-BOP-FO-MU-137  
*TOI:* 05.0 Commercial Multi-Peril - Liability & Non- *Sub-TOI:* 05.0002 Businessowners  
Liability  
*Product Name:* Food/Water Changes  
*Project Name/Number:* Food/Water Changes/08-BOP-FO-MU-137

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CAPC-125927141 State: Arkansas  
Filing Company: Capitol Indemnity Corporation State Tracking Number: EFT \$50  
Company Tracking Number: 08-BOP-FO-MU-137  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners  
Liability  
Product Name: Food/Water Changes  
Project Name/Number: Food/Water Changes/08-BOP-FO-MU-137

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 12/16/2008

**Comments:**  
Included in General Information and Form Schedule tabs.