

SERFF Tracking Number: JMIC-125912066 State: Arkansas
 Filing Company: Jewelers Mutual Insurance Company State Tracking Number: #2005208 \$50
 Company Tracking Number: 8008FLDJBBOPFM01
 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
 Product Name: Inland Marine
 Project Name/Number: Optional Flood Endorsement/8008FLDJBBOPFM01

Filing at a Glance

Company: Jewelers Mutual Insurance Company

Product Name: Inland Marine	SERFF Tr Num: JMIC-125912066	State: Arkansas
TOI: 09.0 Inland Marine	SERFF Status: Closed	State Tr Num: #2005208 \$50
Sub-TOI: 09.0005 Other Commercial Inland Marine	Co Tr Num: 8008FLDJBBOPFM01	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Authors: Sara Hillestad, Colleen Ninneman	Disposition Date: 12/23/2008
	Date Submitted: 12/22/2008	Disposition Status: Approved
Effective Date Requested (New): 02/01/2009		Effective Date (New): 02/01/2009
Effective Date Requested (Renewal): 02/01/2009		Effective Date (Renewal): 02/01/2009

State Filing Description:

General Information

Project Name: Optional Flood Endorsement	Status of Filing in Domicile: Authorized
Project Number: 8008FLDJBBOPFM01	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 12/23/2008	
State Status Changed: 12/22/2008	Deemer Date:
Corresponding Filing Tracking Number: 8008FLDJBBOPFM01	

Filing Description:

Jewelers Block is our main product and this filing is to withdraw all material filed with regard to flood coverage, and file our new Optional Flood Endorsement so we have consistent inland marine coverage on a national basis. Our Jewelers block policies in Arkansas has one policy with active optional flood coverage, so there is very little impact. Jewelers Mutual does not publish flood rates in any manual, and has no rating plan. Each risk will be underwritten on a "Refer to Company" basis.

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 TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
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Company and Contact

Filing Contact Information

Sara Hillestad, shillest@jminsure.com
 24 Jewelers Park Dr (800) 336-5642 [Phone]
 Neenah, WI 54957 (920) 969-7206[FAX]

Filing Company Information

Jewelers Mutual Insurance Company CoCode: 14354 State of Domicile: Wisconsin
 24 Jewelers Park Dr Group Code: Company Type:
 Neenah, WI 54914 Group Name: State ID Number:
 (800) 336-5642 ext. [Phone] FEIN Number: 39-0493890

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Jewelers Mutual Insurance Company	\$0.00	12/22/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
364532	\$50.00	12/18/2008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/23/2008	12/23/2008

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Disposition

Disposition Date: 12/23/2008

Effective Date (New): 02/01/2009

Effective Date (Renewal): 02/01/2009

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
Form	Water Damage Coverage - Flood	Approved	Yes
Form	Water Damage Coverage - Flood	Approved	Yes
Form	Water Damage Coverage-Excess Limit-Flood	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Water Damage Coverage - Flood	JB052B	11-08	Endorsement/Amendment/Conditions New			JB052B 11-08 Water Damage Coverage - Flood.pdf
Approved	Water Damage Coverage - Flood	BP330D	11-08	Endorsement/Amendment/Conditions New			BP330D 11-08 Water Damage Coverage - Flood.pdf
Approved	Water Damage Coverage-Excess Limit-Flood	BP330E	11-08	Endorsement/Amendment/Conditions New			BP330E 11-08 Water Damage Coverage - Flood - Excess Limit.pdf

SCHEDULE

Location Number	Described Premises	Location Limit	Flood Deductible
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The Jewelers Block coverages are amended as follows:

AGREEMENT

With respect to the coverage provided by this endorsement, the following is added:

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement during the policy period. This coverage is subject to the "terms" of this endorsement and the "terms" of the Jewelers Block policy, except as provided below.

PERILS COVERED

With respect to the coverage provided by this endorsement, the following is added:

"We" cover direct physical loss caused by flood to covered property.

Flood means flood, surface water, waves, tidal water, or the overflow of a body of water and any resulting subsidence of same. This includes spray that results from these whether driven by wind or not.

A flood occurrence means a loss or a series of losses arising immediately out of one single event or originating cause.

All direct physical loss caused by flood that occurs within a period of 168 consecutive hours will be deemed to be a single loss. This 168-hour period is not limited by the policy expiration.

**PERILS NOT COVERED,
EXCLUSIONS AND LIMITATIONS**

With respect to the coverage provided by this endorsement, Item 16., Water Damage, is deleted.

VALUATION OF LOSSES

With respect to the coverage provided by this endorsement, the following is added:

The smallest of the applicable limit shown in the schedule above or the applicable limit shown on the Declarations Page is the most that "we" will pay for a loss.

LOSS PAYMENT

With respect to the coverage provided by this endorsement, item 1., Deductible, is deleted and replaced with the following:

1. **Deductible** – "We" pay only that part of "your" loss over the deductible amount shown in the schedule above.



Jewelers Mutual

INSURANCE COMPANY

24 Jewelers Park Drive P.O. Box 468 Neenah, WI 54957-0468
800 558-6411 • Fax 920 725-9401 • www.jewelersmutual.com

Water Damage Coverage – Flood

SCHEDULE

Location Number	Building Number	Covered Property	Location Limit	Flood Deductible
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The Businessowners coverages are amended as follows:

AGREEMENT

With respect to the coverage provided by this endorsement, the following is added:

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement during the policy period. This coverage is subject to the "terms" of this endorsement, the Common Policy Conditions, and the "terms" applicable to the Property Coverages Section of this policy, except as provided below.

PROPERTY COVERED

With respect to the coverage provided by this endorsement, the following is added:

"We" cover the property shown on the schedule above for direct physical loss caused by flood only while at the premises described on the schedule above.

PERILS COVERED

With respect to the coverage provided by this endorsement, the following peril is added:

Flood – This means flood, surface water, waves, tidal water, or the overflow of a body of water and any resulting subsidence of same. This includes spray that results from these whether driven by wind or not.

A flood occurrence means a loss or a series of losses arising immediately out of one single event or originating cause.

All direct physical loss caused by flood that occurs within a period of 168 consecutive hours will be deemed to be a single loss. This 168-hour period is not limited by the policy expiration.

PERILS EXCLUDED

With respect to the coverage provided by this endorsement, item 6. Water, is deleted and replaced with the following:

6. **Water** -- "We" do not pay for loss caused by water. This means:

- a. water that backs up through a sewer or drain; and
- b. water below the surface of the ground. This includes water that exerts pressure on; or flows, seeps, or leaks through or into:
 - 1) basements whether paved or not;
 - 2) doors, windows, or other openings;
 - 3) foundations, floors, or paved surfaces; or
 - 4) swimming pools, septic tanks, or other structures.

If fire, explosion, or sprinkler leakage results, "we" do pay for the resulting loss.

HOW MUCH WE PAY

With respect to the coverage provided by this endorsement, item 2. Deductible, is deleted and replaced with the following:

2. **Deductible** -- "We" will pay only that part of "your" loss over the deductible amount shown in the schedule above.

With respect to the coverage provided by this endorsement, the following is added:

The "limit" shown in the schedule is the most "we" will pay for any one loss covered under this endorsement.



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Water Damage Coverage – Excess Limit – Flood

SCHEDULE

Location Number	Building Number	Property Covered	Flood Deductible	Location Limit
		Coverage A – Buildings		
		Coverage B – Business Personal Property		
		Coverage C – Loss of Income	Zero	

The Businessowners coverages are amended as follows:

AGREEMENT

With respect to the coverage provided by this endorsement, the following is added:

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement during the policy period. This coverage is subject to the "terms" of this endorsement, the Common Policy Conditions, and the "terms" applicable to the Property Coverages Section of this policy, except as provided below.

DEFINITIONS

With respect to the coverage provided by this endorsement, the Definition of "Restoration period" is deleted and replaced by the following:

8. "Restoration period" means:

a. For Coverage A – Buildings and Coverage B – Business Personal Property:

The period of time it should reasonably take to resume "your" normal business activities at the described premises starting from the date of direct physical loss at the described premises when caused by flood, and ending on the date the property should be rebuilt, repaired, or replaced.

For Coverage C – Loss of Income:

The period of time it should reasonably take to resume "your" normal business activities at the described premises starting:

- 1) for Earnings, 72 hours after the time direct physical loss first begins at the described premises when caused by flood; and
- 2) for Extra Expense, immediately after the time direct physical loss first begins at the described premises when caused by flood, and

ending on the date the property should be rebuilt, repaired, or replaced. This is not limited by the expiration date of the policy.

b. "Restoration period" does not include any increase in time due to the enforcement of any ordinance, law, or decree that regulates or requires:

- 1) the construction, use, repair, or demolition of any property;
- 2) the testing, evaluating, observing, or recording the existence, level, or effects of "pollutants"; or
- 3) the clean up, removal, containment, treatment, detoxification, or neutralization of "pollutants".

PROPERTY COVERED

With respect to the coverage provided by this endorsement, the following is added:

"We" cover the property shown on the schedule above for direct physical loss caused by flood only while at the premises described on the schedule above.

COVERAGE C – LOSS OF INCOME

With respect to the coverage provided by this endorsement, under Supplemental Loss of Income Coverages, Interruption by Civil Authority is deleted and replaced by the following:

Interruption by Civil Authority – "We" extend "your" coverage to include loss while access to the described premises is specifically denied by an order of civil authority. This order must be a result of damage to property other than at the described premises and caused by a covered peril.

This extension of coverage:

- a. for Earnings, starts 72 hours after the time the order is issued and will apply for a period of up to three consecutive weeks after the order is issued; and
- b. for Extra Expense, starts immediately after the order is issued, and will apply for:
 - 1) a period of up to three consecutive weeks after the order is issued; or
 - 2) until "your" Earnings coverage ends,

whichever is later

This does not increase the "limit" for Coverage C -- Loss of Income shown on the schedule.

PERILS COVERED

With respect to the coverage provided by this endorsement, the following peril is added:

Flood – This means flood, surface water, waves, tidal water, or the overflow of a body of water and any resulting subsidence of same. This includes spray that results from these whether driven by wind or not.

A flood occurrence means a loss or a series of losses arising immediately out of one single event or originating cause.

All direct physical loss caused by flood that occurs within a period of 168 consecutive hours will be deemed to be a single loss. This 168-hour period is not limited by the policy expiration.

PERILS EXCLUDED

With respect to the coverage provided by this endorsement, item 6. Water, is deleted and replaced with the following:

6. **Water** -- "We" do not pay for loss caused by water. This means:
 - a. water that backs up through a sewer or drain; and
 - b. water below the surface of the ground. This includes water that exerts pressure on; or flows, seeps, or leaks through or into:
 - 1) basements whether paved or not;
 - 2) doors, windows, or other openings;
 - 3) foundations, floors, or paved surfaces; or
 - 4) swimming pools, septic tanks, or other structures.

If fire, explosion, or sprinkler leakage results, "we" do pay for the resulting loss.

HOW MUCH WE PAY

With respect to the coverage provided by this endorsement, item 2. Deductible, is deleted and replaced with the following:

2. **Deductible** -- "We" will pay only that part of "your" loss over the deductible amount shown in the schedule above.

With respect to the coverage provided by this endorsement, item 5. Insurance Under More Than One Policy, is deleted and replaced with the following:

5. **Insurance Under More Than One Policy** – If "you" have another policy covering the peril of flood, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

With respect to the coverage provided by this endorsement, the following is added:

The applicable "limit" shown in the schedule is the most "we" will pay under that coverage for any one loss covered under this endorsement.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 12/23/2008

Comments:

Attachment:

Explanatory memo.pdf

JEWELERS BLOCK PROGRAM
ALASKA
INLAND MARINE COVERAGE

EXPLANATORY MEMORANDUM

Jewelers Mutual, with 95 years of experience exclusively serving the retail jewelry industry, is *withdrawing all material filed in regard to FLOOD coverage* from the Jewelers Block Program. The prior filing is no longer in line with current market conditions.

Even though our Jewelers Block program has only a few policies with flood coverage in your state, we wish to withdraw and file the Flood Endorsement so we have consistent inland marine coverage on a national basis.

OPTIONAL COVERAGE FORM

This optional Endorsement Form provides coverage for the peril of flood. The form accomplishes this by **removing the flood exclusion and amending** other policy terms, which clarify the offered flood coverage.

RATING INFORMATION

Following standard industry practice for this inland marine coverage, rating will be shown as “**REFER TO COMPANY**” which allows Jewelers Mutual to consider the separate and distinct flood risks of each Jewelers BLOCK application.

In addition to a Jewelers Block policy, most Jewelers Mutual insureds also purchase property and liability coverages from us. In order to lessen the chance of coverage disputes, we are offering two additional optional inland marine endorsements to our package policyholders.

OPTIONAL COVERAGE FORMS

The first form offers flood coverage on a primary basis similar to the National Flood Insurance Program, however it offers more comprehensive coverage. The second form provides coverage on an excess basis, over a stated limit/deductible (typically \$500,000, the most coverage that can be obtained from the National Flood Insurance Program). This form will be offered in high-risk areas and suggests that some other primary flood coverage be obtained.

RATING INFORMATION

Following standard industry practice for this inland marine coverage, rating will be shown as “**REFER TO COMPANY**”.

ENCLOSED MATERIAL for both the BLOCK and Package Inland Marine Coverages:

- Optional Endorsement Form for Jewelers Block
- Optional Endorsement Form for Package Program
- EXCESS Coverage Form for the Package Program

In keeping with your filing requirements for Inland Marine, Rate and Rule pages are not included with this filing as they can only say ‘Refer to Company’.

Jewelers Mutual will be making the Optional Flood Endorsements available, effective January 1, 2009.