

SERFF Tracking Number: WAUS-125927288 State: Arkansas
Filing Company: Employers Insurance Company of Wausau State Tracking Number: EFT \$50
Company Tracking Number: PKF-CW-004-08
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
Portion Only
Product Name: Commercial Package
Project Name/Number: McDonalds Franchisee Equipment Insurance Coverage/PKF-CW-004-08

Filing at a Glance

Company: Employers Insurance Company of Wausau

Product Name: Commercial Package SERFF Tr Num: WAUS-125927288 State: Arkansas

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

Portion Only

Sub-TOI: 05.1003 Commercial Package Co Tr Num: PKF-CW-004-08 State Status: Fees verified and received

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

Author: Michelle Skidmore1 Disposition Date: 12/04/2008

Date Submitted: 12/03/2008 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: McDonalds Franchisee Equipment Insurance Coverage Status of Filing in Domicile: Pending

Project Number: PKF-CW-004-08 Domicile Status Comments:

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 12/04/2008

State Status Changed: 12/04/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

RE: Commercial Package

PROJECT # PKF-CW-004-08

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EMPLOYERS INSURANCE COMPANY OF WAUSAU – 11121458

Requested Effective Date: 02/01/2009

The captioned companies file the enclosed revised endorsement:

McDonalds Franchisee Equipment Insurance Coverage Endorsement PC0416 11-08

We have revised the endorsement to amend the Deductible section to include "See Common Policy Declarations."

If you should have any questions or concerns please feel free to contact me. I look forward to your review and approval of this submission.

Sincerely,

Michelle Skidmore
State Filings Analyst
1-877-792-8728 Ext 3203
Fax: 1-715-842-6828
Michelle.skidmore@wausau.com
Enclosures

Company and Contact

Filing Contact Information

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Filing Company Information

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Employers Insurance Company of Wausau	\$50.00	12/03/2008	24297714

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/04/2008	12/04/2008

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Disposition

Disposition Date: 12/04/2008

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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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	McDonalds Franchisee Equipment Insurance Coverage Endorsement	PC0416	11-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PC0416 10-02 Previous Filing #: PRF-CW-010-02		PC0416 n08 _2_.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

McDonald's Franchisee Equipment Insurance Coverage Endorsement

This endorsement modifies insurance provided under the following:

MCDONALD'S FRANCHISEE CAUSES OF LOSS - SPECIAL FORM

I. COVERAGE

A. COMPREHENSIVE COVERAGE

Coverage includes Boilers, Vessels, Piping, Air Conditioning and Refrigeration Equipment, Machinery and Electrical Equipment.

II. LIMITS OF INSURANCE

Property Damage - Not Limited

Loss of Income/Extra Expense - 12 Consecutive Months

III. DEDUCTIBLE

* See Common Policy Declarations

Deductible applies in any one "accident" for Covered Property.

IV. COVERAGE DESCRIPTIONS

A. COVERAGE

Subject to all the provisions of the McDonald's Franchisee Commercial Property Coverage Part which do not conflict with provisions of this Endorsement, we will pay for:

1. direct damage to Covered Property caused by a Covered Cause of Loss; and
2. your loss and expense resulting from the necessary interruption of business caused by a Covered Cause of Loss.

3. COVERED PROPERTY

Covered Property, as used in this Endorsement, means any property that:

- a. You own; or
- b. Is in your care, custody or control.

4. COVERED CAUSE OF LOSS

A Covered Cause of Loss is an "accident" occurring on your premises (if you are a tenant, "premises" includes the part of the building under the control of the landlord).

5. COVERAGE EXTENSIONS

a. Expediting Expenses

With respect to your damaged Covered Property, we will pay the reasonable extra cost to:

- (1) make temporary repairs;
- (2) expedite permanent repairs; and
- (3) expedite permanent replacement.

b. Hazardous Materials Coverage

We will pay up to \$25,000 for any additional expenses you incur for:

- (1) cleanup;
- (2) repair or replacement; or
- (3) disposal;

of Covered Property which is damaged, contaminated or polluted as a result of an "accident" by a substance declared by a governmental agency to be hazardous to health. This limitation does not apply to damage, contamination or pollution caused by ammonia.

c. Replacement Cost Coverage

We will pay you the amount you actually spend to repair or replace your damaged property with new property of like kind, capacity, size and quality, whichever is less except as provided in (1) and (2) below.

- (1) If any damaged property is not repaired or replaced, then we will pay only the actual cash value at the time of the "accident."
- (2) With respect to electronic or magnetic "media", we will pay only the cost of blank material for reproducing the records.

d. Service Interruption

We will pay your loss and expense resulting from the necessary interruption of business caused by an "accident" to any equipment that is:

- (1) located on or within 500 feet of your premises;
- (2) owned by a public utility company, landlord or other supplier with whom you have a contract to provide you with any of the following services:
 - (a) electrical power;
 - (b) communications;
 - (c) waste disposal;
 - (d) air conditioning;
 - (e) refrigeration;

- (f) heating;
- (g) gas;
- (h) air;
- (i) water; or
- (j) steam.

e. Spoilage Coverage

We will pay up to \$25,000 for your loss of perishable goods due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused solely by an "accident," including an "accident" to any transformer or electrical apparatus that is:

- (1) located on or within 500 feet of your premises;
- (2) owned by a public utility company, landlord or other supplier with whom you have a contract to provide you with any of the following services:
 - (a) electrical power;
 - (b) communications;
 - (c) waste disposal;
 - (d) air conditioning;
 - (e) refrigeration;
 - (f) heating;
 - (g) gas;
 - (h) air;
 - (i) water; or
 - (j) steam.

f. CFC Refrigerants

We will pay for the "additional cost" up to \$25,000 to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorinated fluorocarbon) substances. This means the additional expense to do the least expensive of the following:

- (1) Repair the damaged property and replace any lost CFC refrigerant;
- (2) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- (3) Replace the system with one using a non-CFC refrigerant.

g. "Computer Equipment"

We will pay for loss or damage caused by or resulting from an "accident" to "computer equipment." The most we will pay for loss or damage under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur is \$50,000.

B. LIMITS OF INSURANCE

1. Coverage under this Endorsement is separate from the Limit of Insurance shown on the Commercial Property Coverage Part.
2. We will only pay for loss of Business Income or Extra Expense that occurs within 12 consecutive months after the date of the "accident."

C. DEDUCTIBLE

We will not pay for loss, damage or expense resulting from any one "accident" until the total amount of loss, damage or expense exceeds the Deductible shown in SECTION III. DEDUCTIBLE of this Endorsement. We will then pay the amount of loss, damage or expense in excess of the deductible.

D. DEFINITIONS

As used in this Endorsement:

1. "Accident" means a sudden and accidental breakdown of:
 - a. any boiler;
 - b. any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents;
 - c. any refrigerating or air conditioning system, piping and its accessory equipment; and
 - d. any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power.

At the time the breakdown occurs, it must become apparent by physical damage that requires repair or replacement of the equipment or a part of the equipment.

If covered electrical equipment requires drying out as a result of flood, the drying out will be considered an "accident."

If an initial "accident" causes other "accidents," all will be considered one "accident." All "accidents" at any one location that become apparent at the same time and are the result of the same cause will be considered one "accident."

2. "Additional costs" means those beyond what would have been required had no refrigerant been involved.
3. "Computer Equipment" means Covered Property that is electronic computer or other data processing equipment, including "media" and peripherals used in conjunction with such equipment.
4. "Media" means all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

E. EXCLUSIONS

1. None of the following is an "accident:"
 - a. depletion, deterioration, corrosion or erosion, wear and tear; or
 - b. the functioning of any safety or protective device.
2. We will not pay under this Endorsement for loss caused by or resulting from:
 - a. the breakdown of any structure, foundation or setting supporting or housing any equipment;
 - b. the breakdown of any insulating or refractory material;
 - c. the breakdown of any sewer piping, any underground gas piping, any piping forming a part of a sprinkler system;
 - d. the breakdown of any water piping other than boiler feed water piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
 - e. the breakdown of any vehicle, elevator, escalator, crane or hoist;
 - f. fire or combustion explosion whether that fire or combustion explosion causes an "accident," is caused by an "accident" or occurs at the same time as an "accident." With respect to any electrical equipment, this exclusion is changed to read:

fire or combustion explosion outside the equipment, whether that fire or combustion explosion causes an "accident," is caused by an "accident," or occurs at the same time as an "accident;"
 - g. an explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the gas passages from the furnace to the atmosphere;
 - h. an "accident" caused directly or indirectly by earth movement, including but not limited to earthquake, landslide, mudslide, subsidence or volcanic eruption;
 - i. flood, unless an "accident" ensues; or
 - j. damage to "media" used with any electronic computer or electronic data processing equipment.

F. CONDITIONS

1. SUSPENSION

When any equipment is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that equipment. We can do this by mailing or delivering a written notice of suspension to your address as shown in the Declarations, or at the address where the equipment is located. Once suspended in this way, your insurance can be reinstated only by written notice from us.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

2. REDUCING YOUR LOSS

As respects Business Income/Extra Expense and Spoilage, you must reduce your loss, if possible, by:

- a. using due diligence and dispatch and all reasonable means to resume business, partially or completely;

- b.** using merchandise or other property available to you; and
- c.** using the property or services of others.

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Rate Information

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Supporting Document Schedules

Bypassed -Name:	Uniform Transmittal Document- Property & Casualty	Review Status:	Approved	12/04/2008
Bypass Reason:	NA			
Comments:				