

<i>SERFF Tracking Number:</i>	<i>REGU-125489447</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Wesco Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-0334</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Commercial Property Independent Forms</i>		
<i>Project Name/Number:</i>	<i>/2008-0334</i>		

## Filing at a Glance

Companies: Wesco Insurance Company, Technology Insurance Company, Inc.

Product Name: Commercial Property      SERFF Tr Num: REGU-125489447 State: Arkansas

Independent Forms

TOI: 01.0 Property

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)

Co Tr Num: 2008-0334

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding

Author: Joanne Sullivan

Disposition Date: 02/26/2008

Date Submitted: 02/15/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New): 02/26/2008

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal): 02/26/2008

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number: 2008-0334

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 02/26/2008

State Status Changed: 02/26/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Technology Insurance Company (TIC) and Wesco Insurance Company (WIC) are submitting an independent forms filing for their Commercial Property Program. The corresponding rate and rule are not required to be filed as per your state requirements.

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The following items are enclosed for your review:

- Required state filing forms
- Independent forms CP990040 – Child Care Amendatory Endorsement

A fee in the amount of \$50.00 to cover the required filing fee is being submitted.

We ask that this filing become effective for all policies upon approval.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)

Joanne Sullivan,	joannesullivan@ircllc.com
50 Broad Street	(212) 571-3989 [Phone]
New York, NY 10004	

### Filing Company Information

Wesco Insurance Company	CoCode: 25011	State of Domicile: Delaware
55 Capital Boulevard	Group Code: 2538	Company Type:
Rocky Hill, CT 06067	Group Name:	State ID Number:
(212) 571-3989 ext. [Phone]	FEIN Number: 85-0165753	

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Technology Insurance Company, Inc.	CoCode: 42376	State of Domicile: New Hampshire
55 Capital Boulevard	Group Code: 2538	Company Type: P&C
6th Floor	Group Name:	State ID Number:
Rocky Hill, CT 06067	FEIN Number: 02-0449082	
(212) 571-3989 ext. [Phone]		

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00

*SERFF Tracking Number:* REGU-125489447      *State:* Arkansas  
*First Filing Company:* Wesco Insurance Company, ...      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* 2008-0334  
*TOI:* 01.0 Property      *Sub-TOI:* 01.0001 Commercial Property (Fire and Allied Lines)  
*Product Name:* Commercial Property Independent Forms  
*Project Name/Number:* /2008-0334  
**Retaliatory?** No  
**Fee Explanation:** AR fee is \$50.00 per filing  
**Per Company:** No

SERFF Tracking Number: REGU-125489447 State: Arkansas  
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Product Name: Commercial Property Independent Forms  
Project Name/Number: /2008-0334

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Wesco Insurance Company	\$50.00	02/15/2008	17997458
Technology Insurance Company, Inc.	\$0.00	02/15/2008	

SERFF Tracking Number: REGU-125489447 State: Arkansas  
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TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: Commercial Property Independent Forms  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/26/2008	02/26/2008

SERFF Tracking Number: REGU-125489447 State: Arkansas  
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Product Name: Commercial Property Independent Forms  
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## Disposition

Disposition Date: 02/26/2008  
Effective Date (New): 02/26/2008  
Effective Date (Renewal): 02/26/2008  
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: REGU-125489447 State: Arkansas  
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Authorization Letters	Approved	Yes
Form	Child Care Amendatory Endorsement	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Child Care Amendatory Endorsement	CP9900400506		Endorsement/New Amendment/Conditions		0.00	CP9900400506.pdf

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

**CHILD CARE AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

**Section A. 2, Property Not Covered**, amendment added:

- r. Permanently installed playground equipment, except as provided in the Coverage Extensions.

**Section A. 4, Additional Coverages**, amendments:

**e. Increased Cost of Construction** is replaced:

**e. Ordinance or Law Coverage**

**(1) Coverage Application**

- (a) The Ordinance or Law referred to in this provision is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of the loss.

This Additional Coverage applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered.

However, our payment for loss or damage will not exceed the Limit of Insurance applicable to that building, and this coverage applies separately to each building. Payments under this Additional Coverage will not increase the applicable Limit of Insurance.

Under this Additional Coverage, we will not pay any cost due to an ordinance or law that:

- (i) You were required to comply with before the loss, even when the building was undamaged; and you failed to comply.
  - (ii) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot, or bacteria.
  - (iii) The costs associated with the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot, or bacteria.
- (b) If the building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or

If the building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building

damage in its entirety results in enforcement of the ordinance or law.

**We will not pay the full amount of loss otherwise payable under the terms of Coverages A, B, and/or C of this endorsement. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.**

However, if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

**(2) Coverage**

With respect to a covered Building that has sustained covered direct physical damage:

**(i) Coverage A – Coverage for Loss to the Undamaged Portion of the Building**

; We will pay for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.

**(ii) Coverage B - Demolition Cost Coverage**

We will pay the cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property; and

**(iii) Coverage C - Increased Cost of Construction**

We will pay the increased cost to repair or reconstruct damaged portions of that building and/or reconstruct or remodel undamaged portions of that building, whether or not demolition is required, when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However, this coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such property is not permitted by zoning or land use ordinance or law. We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

When a building is damaged or destroyed Coverage C applies to that building, it also applies to repair or reconstruction of the following:

- (a) The cost of excavations, grading, backfilling and filling
- (b) Foundation of the building;
- (c) Pilings; and
- (d) Underground pipes, flues and drains.

The items listed in **(iii) (a)** through **(iii) (d)** above are deleted from Property Not Covered, but only with respect to the coverage described in this Provision.

**(3) Loss Provisions**

- (a)** When there is a loss in value of an undamaged portion of a building to which Coverage A applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

- (i) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

The Limit of Insurance shown in the Declarations as applicable to the covered building.

- (ii) If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:

The actual cash value of the building at the time of loss or  
The Limit of Insurance shown in the Declarations as applicable to the covered building.

- (b) The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost of Construction, for Coverages B and C is \$250,000 for any one loss. Subject to this Limit of Insurance, the following loss payment provisions apply:

If the Replacement Cost Coverage Option applies and the property is not repaired or replaced, or if the Replacement Cost Coverage Option does not apply, we will not pay more than the lesser of:

The actual cash value of the building at the time of loss; or  
The Limit of Insurance shown in the Declarations as applicable to the covered building.

- (c) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

f. **Electronic Data**, has been amended to read: **Electronic Data and Computer Hardware**  
**The following sections have been amended:**

**(2)** Subject to the provisions of this Additional Coverage:

- (a) We will pay for the cost to replace or restore electronic data, which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of identical type.
- (b) Hardware means data processing systems including equipment, component parts and related peripheral equipment, including air conditioning and fire protective equipment used solely for computer operations. This does not include equipment held for sale or distribution or in the course of manufacture.

**(3)** The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage – Electronic Data and Computer Hardware subject to the following:

- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage – Electronic Data is limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form; Computer Hardware is not subject to the afford mentioned limitation.
- (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage – Electronic Data includes Collapse as set forth in that form.

- (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage – Electronic Data and Computer Hardware.
- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage – Electronic Data and Computer Hardware is \$10,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence, which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

**g. Business Income and Time Element is added:**

**(1). Coverage, Business Income**

**(a) Business Income, including Rental Value**

Business Income means the:

- (i) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (ii) Continuing normal operating expenses incurred, including payroll.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- (i) The portion of the building which you rent, lease or occupy; and
- (ii) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

**(b) Extra Expense**

- (i) Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located. We will pay Extra Expense (other than the expense to repair or replace property) to:

Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location and/or minimize the "suspension" of business if you cannot continue "operations".

- (ii) We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

**(c) Cause of Loss**

The causes of loss that apply are indicated on the declarations page of this policy

**(d) Limits**

The most we will pay under this coverage is \$50,000.

**(2) Coverage- Utility Services – Time Element**

Your coverage for Business Income and/or Extra Expense, as provided and limited in this endorsement, is extended to apply to a "suspension" of "operations" at a covered location you own, lease or operate caused by an interruption in utility service to that premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the property described in Paragraph C. if such property is located outside of a covered building described in the Declarations.

Exception Coverage under this endorsement does not apply to Business Income loss or Extra Expense related to interruption in utility service, which causes loss or damage to electronic data, including destruction or corruption of electronic data.

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

- (i) Pumping stations; and
- (ii) Water mains.

**(b) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, including overhead transmission lines. such as:**

- (i) Communication transmission lines, including optic fiber transmission lines;
- (ii) Coaxial cables; and
- (iii) Microwave radio relays except satellites.

**(c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises, not including overhead transmission lines, such as:**

- (i) Utility generating plants Switching stations;
- (ii) Substations;
- (iii) Transformers; and Transmission lines.

**(d) Limits of Insurance**

The most we will pay for loss in any one occurrence is \$25,000.

**(3) Loss Determination**

**(a) The amount of Business Income loss will be determined based on:**

- (i) The Net Income of the business before the direct physical loss or damage occurred;

- (ii) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
- (iii) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (vi) Other relevant sources of information, including, your financial records and accounting procedures, such as bills, invoices and other vouchers; and deeds, liens or contracts.

(b) The amount of Extra Expense will be determined based on:

- (i) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses; the salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and any extra expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

#### (4) Resumption of Operations

We will reduce the amount of your:

- (a) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (b) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- (c) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

#### (5) Additional Coverages

##### (a) Civil Authority and Ordinance of Law

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority or ordinance of law that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to 30 days after coverage begins.

The coverage for Extra Expense will begin immediately after the time of that action and will end:

- (i) 30 days after the time of that action; or
- (ii) When your Business Income coverage ends; whichever is later.

##### (b) Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (i) New buildings or structures, whether complete or under construction;
- (ii) Alterations or additions to existing buildings or structures; and
- (iii) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and, used in the construction, alterations or additions; or Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

**(c) Extended Business Income**

**(i) Business Income Other Than "Rental Value"**

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and

Ends on the earlier of, the date you could restore your "operations", with reasonable speed, to the level, which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or 30 consecutive days after the date determined above.

**(ii) However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.**

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

**(d) "Rental Value"**

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

**(i) Begins on the date property is actually repaired, rebuilt or replaced and tenant ability is restored; and**

Ends on the earlier of, the date you could restore tenant occupancy, with reasonable speed, to the level, which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or 30 consecutive days after the date determined above.

**(ii) However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.**

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

**Section A.5, Coverages Extensions, has been amended:**

**c. Valuable Papers And Records (Other Than Electronic Data), has been amended to read:**

**(1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist.**

Extension does not apply to valuable papers and records, which exist as electronic data. Electronic data has the meaning described under Property Not Covered – Electronic Data. Electronic Data will be covered under **Section A. 4, Additional Coverages, Electronic Data and Computer Hardware.**

**(2) If the Causes Of Loss – Special Form applies, coverage under this Extension is not limited to the "specified causes of loss" as defined in that form, and Collapse as set forth in that form.**

**(3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.**

- (4) If you sustain a loss to your accounts receivables records;
- (a) We will pay:
    - (i) Amounts that are due from your customers that you are unable to collect because of loss or damage to your accounts receivable records;
    - (ii) Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
    - (iii) Other reasonable expenses that you incur to reestablish your records of accounts receivables;
  - (b) We will not pay for loss or damage under this provision caused by or resulting from any of the following:
    - (i) Bookkeeping, accounting or billing errors or omissions; or
    - (ii) Electrical or magnetic injury, disturbance or erasure, of electronic recordings except, to the extent coverage is provided under **Coverage- Utility Services – Time Element**
- (5) Under this Extension, the most we will pay to replace or restore the lost information is \$10,000 at each described premises.

Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

**e. Outdoor Property** has been amended to read:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), outdoor signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), playground equipment including debris removal expense, caused by or resulting from any covered cause of loss

**Comment [CJM1]:** The coverage provided for playground equipment, fences and outdoor signs is typically all-risk, not named perils. Ace, Philadelphia and Stonington (thomco) all write it that way.

1. The most we will pay for loss or damage under this Extension is:
- (a) Playground ~~Equipment~~Equipment in any one loss at each described premises \$10,000
  - (b) Outdoor Fences in any one loss at each described premises \$10,000
  - (c) Outdoor Signs in any one loss at each described premises \$5,000
  - (d) Radio and television antennas (including satellite dishes), trees, shrubs and plants in any one loss at each described premises \$5,000, but not more than \$1,000 for any one tree, shrub or plant

**Comment [CJM2]:** We need a limit here for playground equipment.

These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

2. Insurance under two or more coverages

- a. With respects to coverage provide under this section (e), coverage will be excess in the event items (a) to (d) in Paragraph 1 are Scheduled on the Declarations page or coverage is found under another part of this policy.
- b. Of the attached Commercial Property Conditions, C. Insurance under two or more coverages does not apply to this section of this endorsement.

**g. Back up of Sewers and Drains** is added:

- (1) We will pay for direct physical loss or damage to Covered Property, covered under Section I – Property, caused by or resulting from:

- (a) Water which backs up through or overflows from a sewer or drain; or
- (b) Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph 2. above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

- (2) The coverage described in Paragraph A. of this endorsement does not apply to loss or damage resulting from an insured's failure to:
  - (a) Keep a sump pump or its related equipment in proper working condition; or
  - (b) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- (3) The most we will pay for the coverage provided under this endorsement is \$10,000.
- (4) With respect to the coverage provided under this endorsement, Exclusion B.1.g. Water in Section I – Property is replaced by the following exclusion:
  - (a) Water
    - (i) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
    - (ii) Mudslide or mudflow; or Water under the ground surface pressing on, or flowing or seeping through, Foundations, walls, floors or paved surfaces;
    - (iii) Basements, whether paved or not; or
    - (iv) Doors, windows or other openings.

But if Water, as described in (a)(i) through (a)(iv), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage

**h. Loss Data Preparation Costs**, is added:

We will pay up to \$5,000 for reasonable costs you incur in preparing loss data after a Covered Property loss. This includes the cost of taking inventory, obtaining appraisals and preparing other data to determine the extent of your covered loss. However, we do not pay for any public adjuster's fees.

This coverage does not apply to any of the conditions under Section **E. Loss Conditions**.

**i. Theft, Disappearance And Destruction is added:**

We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss.

**(1) Section 1. – Inside The Premises**

- (a) **Covered Property:** "Money" and "securities" inside the "premises" or a "banking premises."
- (b) **Covered Causes of Loss**
  - (i) "Theft"
  - (ii) Disappearance
  - (iii) Destruction

**(2) Section 2. – Outside the Premises**

- (a) **Covered Property:** "Money" and "securities" outside the "premises" in the care and custody of a "messenger."
- (b) **Covered Causes of Loss**
  - (i) "Theft"

- (ii) Disappearance
- (iii) Destruction

**(3) Limit Of Insurance**

The most we will pay for loss in any one "occurrence" is \$10,000 for both i. (1) and i. (2)

**(4) Additional Exclusions:** We will not pay for loss as specified below:

- (a) Accounting or Arithmetical Errors or Omissions:** Loss resulting from accounting or arithmetical errors or omissions.
- (b) Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees," directors, trustees or authorized representatives:
  - (i) Acting alone or in collusion with other persons; or
  - (ii) While performing services for you or otherwise.
- (c) Exchanges or Purchases:** Loss resulting from the giving or surrendering of property in any exchange or purchase.
- (d) Fire:** Loss from damage to the "premises" resulting from fire, however caused.
- (e) Money Operated Devices:** Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.
- (f) Transfer or Surrender of Property**
  - (i) Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises"; on the basis of unauthorized instructions; or as a result of a threat to do: Bodily harm to any person; or Damage to any property.
  - (ii) But, this exclusion does not apply under COVERAGE, Section 2. to loss of Covered Property while outside the "premises" or "banking premises" in the care and custody of a "messenger" if you; had no knowledge of any threat at the time the conveyance began; or had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- (g) Vandalism:** Loss from damage to the "premises" or its exterior or to containers of Covered Property by vandalism or malicious mischief.
- (h) Voluntary Parting of Title to or Possession of Property:** Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

**(5) Additional Condition**

**Duties in the Event of Loss:** If you have reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the police.

**(6) Definitions for this coverage**

- (i) "Banking Premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
- (ii) "Messenger" means you, any of your partners or any "employee" while having care and custody of the property outside the "premises", within your living quarters or the living quarters of your partners or any employee having custody of the property, at the described premises or in transit between these places.
- (iii) "Occurrence" means an; act or series of related acts involving one or more persons; or act or event, or a series of related acts or events not involving any person.
- (iv) "Premises" means the interior of that portion of any building you occupy in conducting your business.
- (v) "Theft" means any act of stealing.

**j. Employee Dishonesty is added**

**(1) Employee Theft**

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons to:

- (a) Obtain financial benefits (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing or other employee benefits earned in the normal course of employment) for, any employee; or any other person or organization, and
- (b) Cause you to sustain loss or damage

**(2) Forgery Or Alteration**

- (a) We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
  - (i) Made or drawn by or drawn upon you; or
  - (ii) Made or drawn by one acting as your agent; or that are purported to have been so made or drawn.
- (b) If you are sued for refusing to pay any instrument covered in Paragraph a. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

**(3) Limit Of Insurance**

The most we will pay for loss in any one "occurrence" is \$10,000

**(4) Exclusions**

- (a) This policy does not apply to:

**(i) Acts Committed By You, Your Partners or Your Members**

Loss resulting from "theft" or any other dishonest act committed by you; or any of your partners or "members"; whether acting alone or in collusion with other persons.

**(ii) Indirect Loss**

Loss that is an indirect result of any act or "occurrence" covered by this policy including, but not limited to, loss resulting from: your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property"; Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this policy; Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

**(iii) Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon; an inventory computation; or a profit and loss computation.

**(iv) Trading**

Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

**(v) Acts Of Employees, Managers, Directors, Trustees Or Representatives**

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives: whether acting alone or in collusion with other persons; or while performing services for you or otherwise.

**(5) Conditions**

**(a) Cancellation As To Any Employee**

This policy is cancelled as to any "employee":

- (i) Immediately upon discovery by, You; or any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee"; of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

**(b) Proof of Loss**

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

**(c) Loss Sustained**

We will pay for loss that you sustain through acts committed during the policy period shown in the Declarations and discovered by you **during the policy period.**

**(d) Loss Sustained During Prior Insurance**

If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this policy, provided;

- (i) This policy became effective at the time of cancellation or termination of the prior insurance; and
- (ii) The loss would have been covered by this policy had it been in effect when the acts causing the loss were committed.
- (iii) The insurance under this Condition is part of, not in addition to, the Limits of Insurance applying to this policy and is limited to the lesser of the amount recoverable under:
- (iv) This policy as of its effective date; or the prior insurance had it remained in effect.

**(6) Definitions under this coverage**

- (a) "Theft" means any act of stealing, the unlawful taking of money securities or other property to the deprivation of the insured.
- (b) "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature, which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
- (c) "Manager" means a person serving in a directorial capacity for a limited liability company.
- (d) "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".
- (e) "Money" means currency, coins and bank notes in current use and having a face value; and Travelers checks, register checks and money orders held for sale to the public.
- (f) "Occurrence" means: All loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts. All loss caused by any person or in, which that person is involved, whether the loss involves one or more instruments.
- (g) "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.
- (h) "Premises" means the interior of that portion of any building you occupy in conducting your business.
- (i) "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes: Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

**k. Spoilage is added:**

Comment [CJM3]: We need a limit.

The Coverage Form to which this endorsement applies is extended to insure against direct physical loss or damage by the Covered Causes of Loss, but only with respect to coverage provided by this endorsement.

(1) Paragraph **A.1. Covered Property** is replaced by the following, for purposes of this section of coverage only:

**(a) Covered Property**

Covered Property means "perishable stock" at the described premises owned by you or by others that is in your care, custody or control.

(b) With respect to the coverage provided by this endorsement, property located on buildings or in the open or in vehicles is considered Property Not Covered.

(2) Paragraph **A.3. Covered Causes of Loss** is replaced by the following:

**3. Covered Causes of Loss**

Covered Causes of Loss means the following:

**a. Breakdown or Contamination**

(1) Change in temperature or humidity resulting from mechanical breakdown or failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; and

(2) Contamination by the refrigerant.

**b. Power Outage**, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

(3) Paragraph **B. Exclusions** is replaced by the following:

**(a) Exclusions**

(i) Only the following Exclusions contained in Paragraph **B.1.** of the Causes of Loss Form applicable to this Coverage Part apply to Spoilage Coverage:

- a.** Earth Movement;
- b.** Governmental Action;
- c.** Nuclear Hazard;
- d.** War And Military Action; and
- e.** Water.

(ii) The following Exclusions are added:

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

- a.** The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- b.** The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- c.** Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

(4) **The most we will pay under this coverage is \$10,000.**

(5) Paragraph **F. Additional Conditions** has been amended to include:

The following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions for this coverage.

**3. "Perishable Stock"** means personal property or that in the insured's care custody or control:

- a. Maintained under controlled conditions for its preservation; and
- b. Susceptible to loss or damage if the controlled conditions change.

**4. Refrigeration Maintenance Agreements**

If a refrigeration maintenance agreement is in effect during the policy period following condition applies:

You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us, the insurance provided by this endorsement will be automatically suspended at the involved location.

<i>SERFF Tracking Number:</i>	<i>REGU-125489447</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Wesco Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-0334</i>		
<i>TOI:</i>	<i>01.0 Property</i>	<i>Sub-TOI:</i>	<i>01.0001 Commercial Property (Fire and Allied Lines)</i>
<i>Product Name:</i>	<i>Commercial Property Independent Forms</i>		
<i>Project Name/Number:</i>	<i>/2008-0334</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125489447 State: Arkansas  
First Filing Company: Wesco Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: 2008-0334  
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: Commercial Property Independent Forms  
Project Name/Number: /2008-0334

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 02/26/2008

**Comments:**

**Attachment:**

AR CP NAIC.pdf

**Satisfied -Name:** Authorization Letters **Review Status:** Approved 02/26/2008

**Comments:**

**Attachments:**

Auth Letter CP F TIC.pdf  
Auth Letter CP F WIC.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>
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<b>2. Insurance Department Use only</b>	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e.	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

<b>3. Group Name</b>	<b>Group NAIC #</b>
AmTrust Group	2538

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Technology Insurance Company	NH	42376	02-0449082	
Wesco Insurance Company	DE	25011	85-0165753	

<b>5. Company Tracking Number</b>	<b>2008-0334</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Joanne Sullivan Insurance Regulatory Consultants 50 Broad Street, Suite 501 New York, NY 10004	Analyst	(212) 571-3989	(212) 571-2502	<a href="mailto:joannesullivan@ircllc.com">joannesullivan@ircllc.com</a>

7. Signature of authorized filer	
8. Please print name of authorized filer	Joanne Sullivan

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

<b>9. Type of Insurance (TOI)</b>	1.0, 2.1 - Commercial Property
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	
<b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]	N/A
<b>12. Company Program Title</b> (Marketing title)	Commercial Property
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New:    Upon Approval    Renewal: N/A-NEW
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	12/15/2008
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

**20. This filing transmittal is part of Company Tracking #** 2008-0334

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

Technology Insurance Company (TIC) and Wesco Insurance Company (WIC) are submitting an independent forms filing for their Commercial Property Program. The corresponding rate and rule are not required to be filed as per your state requirements.

The following items are enclosed for your review:

- Required state filing forms
- Independent forms CP990040 – Child Care Amendatory Endorsement

**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:** \$50.00

**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.)**

## FORM FILING SCHEDULE

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

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	2008-0334			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	2008-0335 (As retained in Company Files)			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Child Care Amendatory Endorsement	CP990040 Ed 0506	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



Technology Insurance Company  
An AmTrust Financial Company

LETTER OF FILING AUTHORIZATION

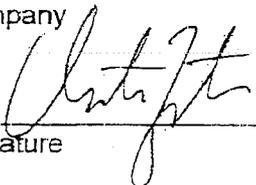
This will certify that Insurance Regulatory Consultants, LLC (IRC) has been given full authorization to submit the captioned filing below on behalf of **Technology Insurance Company, Inc.** This authorization extends to all correspondence regarding this filing.

Christopher Zentner  
Name

2/13/08  
Date

Vice President, Compliance  
Title

Technology Insurance Company, Inc.  
Company

  
Signature

646-458-7922  
Telephone #

Re: **Technology Insurance Company, Inc. NAIC #: 2538-42376**  
**Commercial Property Independent Forms**



Wesco Insurance Company  
An AmTrust Financial Company

LETTER OF FILING AUTHORIZATION

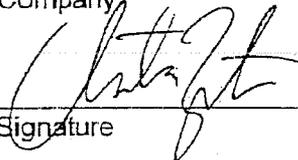
This will certify that Insurance Regulatory Consultants, LLC (IRC) has been given full authorization to submit the captioned filing below on behalf of **Wesco Insurance Company**. This authorization extends to all correspondence regarding this filing.

Christopher Zentner  
Name

2/13/08  
Date

Vice President, Compliance  
Title

Wesco Insurance Company  
Company

  
Signature

646-458-7922  
Telephone #

Re: **Wesco Insurance Company, Inc. NAIC #: 2538-25011**  
**Commercial Property Independent Forms**