

SERFF Tracking Number: HNVR-125545728 State: Arkansas
 Filing Company: The Hanover Insurance Company State Tracking Number: #21693258 \$50
 Company Tracking Number: CIM-CW-08133-01
 TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
 Product Name: Commercial Inland Marine; Gemshield Program
 Project Name/Number: Commercial Inland Marine; Gemshield Program/CIM-CW-08133-01

Filing at a Glance

Company: The Hanover Insurance Company

Product Name: Commercial Inland Marine; SERFF Tr Num: HNVR-125545728 State: Arkansas

Gemshield Program

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: #21693258 \$50

Sub-TOI: 09.0000 Inland Marine Sub-TOI

Co Tr Num: CIM-CW-08133-01

State Status: Fees received

Combinations

Filing Type: Form

Co Status:

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

Author: Sylvie Bosunga, CPCU

Disposition Date: 03/25/2008

Date Submitted: 03/18/2008

Disposition Status: Approved

Effective Date Requested (New): 04/18/2008

Effective Date (New): 04/18/2008

Effective Date Requested (Renewal): 04/18/2008

Effective Date (Renewal):

04/18/2008

State Filing Description:

General Information

Project Name: Commercial Inland Marine; Gemshield Program

Status of Filing in Domicile:

Project Number: CIM-CW-08133-01

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 03/25/2008

State Status Changed: 03/25/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Effective April 18, 2008 for both new and renewal policies, we wish to file a new program - Gemshield Program for our Commercial Inland Marine policies. The Gemshield Program is an Inland Marine Program available to customer of jewelers who are participant in the Gemshield program. Please refer to the attached documents for further details of the filing.

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 Product Name: Commercial Inland Marine; Gemshield Program
 Project Name/Number: Commercial Inland Marine; Gemshield Program/CIM-CW-08133-01

The following documents are attached:

- Scheduled Jewelry Coverage Form, IM441-1025 01 2008
- Commercial Lines Policy Common Declarations, IM441-1024 01 08
- Explanatory Memorandum

If you should have any questions or require additional information, please feel free to contact our office. Thank you for your time and attention to this matter.

Company and Contact

Filing Contact Information

Sylvie Bosunga, State Filing Consultant sbosunga@hanover.com
 440 Lincoln Street (508) 855-8136 [Phone]
 Worcester, MA 01653 (508) 635-0703[FAX]

Filing Company Information

The Hanover Insurance Company CoCode: 22292 State of Domicile: New Hampshire
 440 Lincoln Street Group Code: 88 Company Type: Property &
 Worcester, MA 01653 Group Name: The Hanover Ins Casualty
 State ID Number:
 (508) 855-1000 ext. [Phone] Group
 FEIN Number: 13-5129825

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Hanover Insurance Company	\$0.00	03/18/2008	

SERFF Tracking Number: *HNVR-125545728* *State:* *Arkansas*
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TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0000 Inland Marine Sub-TOI Combinations*
Product Name: *Commercial Inland Marine; Gemshield Program*
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CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0021693258	\$50.00	03/07/2008

SERFF Tracking Number: *HNVR-125545728* State: *Arkansas*
 Filing Company: *The Hanover Insurance Company* State Tracking Number: *#21693258 \$50*
 Company Tracking Number: *CIM-CW-08133-01*
 TOI: *09.0 Inland Marine* Sub-TOI: *09.0000 Inland Marine Sub-TOI Combinations*
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Scheduled Jewelry Coverage Form	IM441-1025	01 2008	Policy/Coverage New Form		0.00	IM441 1025 01 2008 SCHEDULE D JEWELRY COVERAGE FORM.pdf
Approved	Commercial Lines Policy Common Declarations	IM441-1024	01 08	Declaration New s/Schedule		0.00	IM441-1024 01 08 Common Declarations Gemshield.pdf



SCHEDULED JEWELRY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we" "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. – DEFINITIONS.

A. COVERAGE

"We" will pay for "loss" to Covered Property from any of the Covered Causes of "Loss."

1. Covered Property

"Covered Property," as used in this Coverage Form, means property owned by the Named Insured, which is itemized and described on the Schedule of the Common Declarations.

2. Property Not Covered

"Covered Property" does not include contraband or property in the course of illegal transportation or trade.

3. Covered Causes Of "Loss"

Covered Causes of "Loss" means RISKS OF DIRECT PHYSICAL "LOSS" to "Covered Property" except those Causes of "Loss" listed in B. EXCLUSIONS.

4. Coverage Territory

Coverage applies while the "Covered Property" is anywhere in the world.

B. EXCLUSIONS

We will not pay for "loss" caused directly or indirectly by any of the following. Such a "loss" is excluded regardless of any other cause or event that contributes concurrently or sequentially to the "loss."

1. Civil Authority

- a. Seizure or destruction under quarantine or customs regulations;
- b. Confiscation or destruction by order of a government or public authority; or
- c. Risk of contraband or illegal transportation or trade.

2. War and Military Action

- a. Declared war, undeclared war, civil war, insurrection, rebellion or revolution;
- b. A warlike act by a military force or by military personnel;
- c. The destruction, seizure or use of the "Covered Property" for a military purpose; or
- d. The discharge of a nuclear weapon, even if it is accidental.

3. Nuclear Hazard

- a. Any weapon that releases nuclear radiation in any form or utilizes atomic fission or fusion; or
- b. Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if such "loss" would be covered under this Coverage Form.



THE HANOVER INSURANCE COMPANY

"We" will not pay for a "loss" to "Covered Property" caused by or resulting from any of the following:

1. Wear and tear; mechanical breakdown; any quality, fault or weakness that is intrinsic to the "Covered Property" which causes it to break, spoil, become defective or destroy itself; hidden or latent defect, gradual deterioration; and depreciation.
2. Dishonest or Intentional acts, including theft, by "you" or any insured, whether acting alone or in collusion with others.
3. Insects, vermin, moths, or rodents.
4. Extremes of environment, meaning that point where damage occurs to "Covered Property" from exposure to light, temperature, humidity, rust, mold, dampness, dryness, or pollution.
5. Loss of use or any other consequential loss.
6. Unauthorized instructions to transfer property to any person or to any place.

C. LIMITS OF INSURANCE

The most "we" will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Schedule section of the Common Declarations.

D. DEDUCTIBLE

"We" will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown on the Declarations. "We" will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

1. What Must Be Done In Case Of Loss

- a. **Notice** -- In case of a loss, "you" must:
 - 1) give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - 2) give notice to the police when the act that causes the loss is a crime.

b. **You Must Protect Property** -- "You" must take all reasonable steps to protect "Covered Property" at and after an insured loss to avoid further loss.

- 1) **Payment Of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the Limit of Insurance.
- 2) **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on "Covered Property" which has not been damaged by a cause of loss insured against.

c. **Proof Of Loss** -- If "we" request a signed, sworn proof of loss, "you" must send it to "us", within 60 days after "our" request. This must include the following information:

- 1) the time, place, and circumstances of the loss;
- 2) other policies of insurance that may cover the loss;
- 3) "your" interest and the interests of all others in the property involved, including all mortgages and liens;
- 4) changes in title of the covered property during the policy period; and
- 5) estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.

d. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.

e. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.

f. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.



THE HANOVER INSURANCE COMPANY

- g. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
- h. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
- i. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

2. Pair, Sets Or Parts

- a. **Pair Or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- b. **Loss To Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

3. How "We" Settle Losses

- a. **"Our" "Loss" Settlement Options** -- "We" may at "our" option:
 - 1) Repair, replace or rebuild the "Covered Property"; or
 - 2) Pay the "loss" in money.

"We" may take all or a part of the damaged "Covered Property" at the agreed or appraised value. "Covered Property" that "we" have paid for or replaced will become "our" property.
- b. **The Amount of "Loss" Settlement** -- "We" pay the lesser of the following for a "loss" to "Covered Property":
 - 1) "Our" cost to repair, replace or rebuild the "Covered Property" with material of like kind and quality;
 - 2) The amount of "your" insurable interest in the "Covered Property"; or
 - 3) The Limit of Insurance for the individual item itemized and described on the Schedule section of the Common Declarations.

When "we" replace or repair the "Covered Property" it will be from the stock of the jeweler from who the "Covered Property" was purchased. If "we" determine this is not practical, a different jeweler may be used at "our" discretion.

4. Your Losses --

- a. **Adjustment And Payment Of Loss** -- "We" adjust all losses with "you". Payment may be made to a designated jeweler or to "you" unless another loss payee is named in the policy.
- b. **Conditions For Payment Of Loss** -- An insured loss will be payable 30 days after:
 - 1) satisfactory proof of loss is received, and
 - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

5. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.

6. Insurance Under More Than One Policy --

- a. **Proportional Share** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
- b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, this policy is considered primary coverage. But "we" do not pay more than the applicable "limit".

7. Conformity With Statutes

When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.

8. Adding Or Removing Covered Property Or Coverage Changes

To add new "Covered Property" or change



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Limits of Insurance on existing "Covered Property" the Named Insured must send "us" or "our" agent a written request with a copy of an appraisal completed by the jeweler from which this policy originated or another jeweler who is approved by "us". Coverage is effective on the postmark date shown on the envelope containing the appraisal. To remove coverage on an item of "Covered Property" or to remove a named insured from the policy, "we" or "our" agent need a written request to do so signed by the individual(s) listed in the NAMED INSURED AND ADDRESS section of the Common Declarations. "Your" premium may change if: "you" add or remove "Covered Property"; change "your" coverage; or change "your" Limits of Insurance.

- 9. Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

- 10. Benefit To Others** -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.

- 11. Estates** -- This provision applies only if the insured is an individual.

- a. Your Death** -- On "your" death, "we" cover the following as an insured:

- 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
- 2) "your" legal representative.

This person or organization is an insured only with respect to "Covered Property."

- b. Policy Period Is Not Extended** -- This coverage does not extend past the policy period indicated on the declarations.

- 12. Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:

- a.** "you" or any other insured have willfully concealed or misrepresented:

- 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
- 2) "your" interest herein; or

- b.** there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.

- 13. Policy Period** -- "We" pay for a covered loss that occurs during the policy period.

- 14. Restoration Of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits".

- 15. Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

- 16. Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:



THE HANOVER INSURANCE COMPANY

- a. all of the "terms" of this coverage have been complied with; and
- b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

F. DEFINITIONS

1. **“Covered Property”** means property owned by the Named Insured, which is itemized and described on the Schedule section of the Common Declarations.

2. **“Loss”** means sudden or accidental loss or damage.



**COMMERCIAL LINES POLICY
COMMON DECLARATIONS**

THE HANOVER INSURANCE COMPANY

SCHEDULED JEWELRY POLICY

AGENCY CODE:

POLICY NUMBER:

1. NAMED INSURED AND MAILING ADDRESS:

2. POLICY PERIOD:

FROM:

TO:

At 12:01 AM Standard Time at your mailing address shown on the Common Declaration.

3. IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

4. COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE:

Insurance applies only for the coverage shown below. The limits of Insurance and deductible for each coverage shown below are per the applicable schedule of jewelry declaration attached.

TOTAL LIMIT ANY ONE OCCURRENCE: \$

DEDUCTIBLE: \$

5. FORM(s) AND ENDORSEMENT(s) MADE PART OF THIS POLICY AT TIME OF ISSUE:

6. COMMERCIAL INLAND MARINE COVERAGE

PREMIUM (due at inception) :

\$

TOTAL AMOUNT:

\$

AGENCY NAME AND ADDRESS:

WASSERMAN & WEXLER LLC D/B/A IJB
1120 PONCE DE LEON BLVD.
CORAL GABLES, FL. 33134

COUNTERSIGNATURE BY:

Authorized Representative

DATE:

SERFF Tracking Number: *HNVR-125545728* *State:* *Arkansas*
Filing Company: *The Hanover Insurance Company* *State Tracking Number:* *#21693258 \$50*
Company Tracking Number: *CIM-CW-08133-01*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0000 Inland Marine Sub-TOI Combinations*
Product Name: *Commercial Inland Marine; Gemshield Program*
Project Name/Number: *Commercial Inland Marine; Gemshield Program/CIM-CW-08133-01*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HNVN-125545728 State: Arkansas
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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 03/25/2008

Comments:

Attachments:

Arkansas PC Transmittal Document.pdf
Form Filing Schedule.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 03/25/2008

Comments:

Attachment:

Gemshield Explanatory Memo Forms.pdf

Satisfied -Name: Amendatory Endorsement Arkansas **Review Status:** Approved 03/25/2008

Comments:

Attachment:

IM 2007 09 06.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">a. Date the filing is received:</td></tr> <tr><td colspan="2">b. Analyst:</td></tr> <tr><td colspan="2">c. Disposition:</td></tr> <tr><td colspan="2">d. Date of disposition of the filing:</td></tr> <tr><td colspan="2">e. Effective date of filing:</td></tr> <tr><td style="text-align: center;">New Business</td><td></td></tr> <tr><td style="text-align: center;">Renewal Business</td><td></td></tr> <tr><td colspan="2">f. State Filing #:</td></tr> <tr><td colspan="2">g. SERFF Filing #:</td></tr> <tr><td>h. Subject Codes</td><td></td></tr> </table>	a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #:		h. Subject Codes	
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h. Subject Codes																					

3. Group Name	Group NAIC #
The Hanover Insurance Group	0088

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Hanover Insurance Company	NH	22292	13-5129825	

5. Company Tracking Number	CIM-CW-08133-01
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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
	Sylvie N. Bosunga 440 Lincoln Street Worcester MA 01653	State Filings Consultant	(508) 855-8136	(508) 635-0703	sbosunga@hanover.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Sylvie N. Bosunga		

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

9. Type of Insurance (TOI)	09.0 Inland Marine
10. Sub-Type of Insurance (Sub-TOI)	09.0000 Inland Marine Sub-TOI Combinations
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Gemshield Program
13. Filing Type	<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)
14. Effective Date(s) Requested	New: 04/18/2008 Renewal: 04/18/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	03/18/2008
19. Status of filing in domicile	<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 #	CIM-CW-08133-01
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Effective April 18, 2008 for both new and renewal policies, we wish to file a new program – The Gemshield Program for our Commercial Inland Marine policies. The Gemshield Program is an Inland Marine Program available to customer of jewelers who are participant in the Gemshield program. Please refer to the attached documents for further details of the filing.

The following documents are attached:

- Scheduled Jewelry Coverage Form, IM441-1025 01 2008
- Commercial Lines Policy Common Declarations, IM441-1024 01 08
- Explanatory Memorandum

If you should have any questions or require additional information, please feel free to contact our office. Thank you for your time and attention to this matter.

Sincerely,



Sylvie N Bosunga
 State Filings Consultant
 Compliance Department
 Phone: 508-855-8136
 Facsimile: 508-635-0703
 E-Mail: sbosunga@hanover.com

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 #: 0021693258

Amount: \$50.00

\$50.00 per submission

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.)

1.	This filing transmittal is part of Company Tracking #	CIM-CW-08133-01			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Scheduled Jewelry Coverage Form	IM441-1025 01 2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Commercial Lines Policy Common Declarations	IM441-1024 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

The Hanover Insurance Company Gemshield Program

Explanatory Memorandum – Forms

This Inland Marine Program consists of forms, rules and rating information for a new proprietary program “Gemshield”.

The Gemshield program is available to customers of jewelers who are participants in the Gemshield program. There are two new proprietary forms which provide scheduled floater coverage for customers’ jewelry. This is new business to The Hanover Insurance Company.

Copies of the new forms are enclosed with this filing for your review and approval. Hanover Insurance is affiliated with the American Association Of Insurance Services, and will be using the common policy conditions filed by AAIS. The state amendatory endorsements filed and approved for use in your state with the AAIS Inland Marine Guide (traditional non-filed classes) will be used with the forms and endorsements for this Gemshield Program. Following is a description of the new forms being submitted.

COVERAGE PART

IM441-1025 01 2008 Scheduled Jewelry Coverage Form

This is the coverage form used in issuing a policy. It provides coverage for scheduled jewelry.

IM441-1024 01 08 Commercial Lines Policy Common Declarations

This is the common declarations used only for this program for each scheduled jewelry policy. The declarations lists policy number, policy period, named insured and address, agency name, address and number, per occurrence limit, deductible, itemized description and limit per jewelry item insured. The declarations also lists forms and endorsements made a part of the policy at time of issuance.

AMENDATORY ENDORSEMENT ARKANSAS

1. Under Coverage Extensions, Defense Costs, if applicable, is amended to include the following:

The expenses "we" incur under Defense Costs will not reduce the applicable "limit" for coverage described under Property Covered.

2. Under What Must Be Done In Case Of Loss, Proof Of Loss is amended to include the following:

If "you" report a loss to "us", "we" will send "you" the necessary forms within 20 days after "you" first report the loss.

3. Under Other Conditions, Appraisal is amended to include the following:

This provision is non-binding on both parties and will apply only if "you" and "we" voluntarily agree to appraisal.

4. Under Other Conditions, Subrogation is amended to include the following:

If "you" assign to "us" the rights of recovery and "we" recover from another party, "we" will make "you" whole before recovering for "our" loss.

5. In all coverage forms except Cold Storage Locker Coverage, Motor Truck Cargo Legal Liability Coverage, and Warehouse Legal Liability Coverage, under Other Conditions, item b. of Suit Against Us is deleted and replaced by the following:

b. the suit is commenced within five years after the loss.