

SERFF Tracking Number: FLWR-125589772 State: Arkansas  
Filing Company: Florists' Mutual Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 08-1  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: Business Package Policy  
Project Name/Number: ISO GL Update /08-1

## Filing at a Glance

Company: Florists' Mutual Insurance Company

Product Name: Business Package Policy SERFF Tr Num: FLWR-125589772 State: Arkansas  
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 05.0003 Commercial Package Co Tr Num: 08-1 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding  
Author: Kevin Kloever Disposition Date: 04/10/2008  
Date Submitted: 04/01/2008 Disposition Status: Approved

Effective Date Requested (New): 07/01/2008 Effective Date (New): 07/01/2008  
Effective Date Requested (Renewal): 07/01/2008 Effective Date (Renewal): 07/01/2008

State Filing Description:

## General Information

Project Name: ISO GL Update  
Project Number: 08-1

Reference Organization: ISO  
Reference Title: 2007 GENERAL LIABILITY MULTISTATE FORMS REVISION TO BE

Filing Status Changed: 04/10/2008  
State Status Changed: 04/10/2008  
Corresponding Filing Tracking Number:

Filing Description:

We are filing several independent forms for use in our Business Package Policy, a commercial multiple peril policy. We have included a revised declarations page, eight revised endorsements, and one new endorsement. Only those forms submitted for review have been listed in the Form Schedule tab. The Forms Filing Exhibit in the Supporting

Status of Filing in Domicile: Authorized  
Domicile Status Comments: Authorized in our state of domicile, Illinois.  
Reference Number: GL-2006-OCTFR  
Advisory Org. Circular: LI-GL-2007-111

Deemer Date:

SERFF Tracking Number: FLWR-125589772 State: Arkansas  
 Filing Company: Florists' Mutual Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: 08-1  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
 Liability  
 Product Name: Business Package Policy  
 Project Name/Number: ISO GL Update /08-1

Documentation tab details changes to these forms or provides a reference to additional supporting exhibits as well as lists withdrawn forms. We propose an effective date of 07-01-2008.

ISO is authorized to file General Liability forms on our behalf. In filing AR-PC-07-026598 , we non-adopted filing GL-2006-OCTFR. However, with this filing we would like to adopt only the following forms:

- CG 22 92 12 07
- CG 22 93 12 07

## Company and Contact

### Filing Contact Information

Kevin Kloever, Compliance Specialist kkloever@hortica-insurance.com  
 #1 Horticultural Lane (618) 655-1824 [Phone]  
 Edwardsville, IL 62025 (618) 655-2519[FAX]

### Filing Company Information

Florists' Mutual Insurance Company CoCode: 13978 State of Domicile: Illinois  
 #1 Horticultural Lane Group Code: 349 Company Type: Parent  
 PO Box 428  
 Edwardsville, IL 62025 Group Name: State ID Number:  
 (800) 851-7740 ext. [Phone] FEIN Number: 37-0277830  
 -----

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: forms filings: \$50 for each filing  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Florists' Mutual Insurance Company	\$50.00	04/01/2008	19186438

SERFF Tracking Number: FLWR-125589772 State: Arkansas  
Filing Company: Florists' Mutual Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 08-1  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: Business Package Policy  
Project Name/Number: ISO GL Update /08-1

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	04/10/2008	04/10/2008

*SERFF Tracking Number:* FLWR-125589772      *State:* Arkansas  
*Filing Company:* Florists' Mutual Insurance Company      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* 08-1  
*TOI:* 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
*Product Name:* Business Package Policy  
*Project Name/Number:* ISO GL Update /08-1

## **Disposition**

Disposition Date: 04/10/2008

Effective Date (New): 07/01/2008

Effective Date (Renewal): 07/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: FLWR-125589772 State: Arkansas  
 Filing Company: Florists' Mutual Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: 08-1  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
 Liability  
 Product Name: Business Package Policy  
 Project Name/Number: ISO GL Update /08-1

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Filing Exhibit	Approved	Yes
Form	Business Package Policy Declarations Page	Approved	Yes
Form	Change Endorsement	Approved	Yes
Form	Arkansas Changes	Approved	Yes
Form	Exclusion - Designated Professional Services	Approved	Yes
Form	Exclusion – Misdelivery Or Germination Failure Growers, Producers, Or Distributors	Approved	Yes
Form	Pesticide or Herbicide Applicator Coverage	Approved	Yes
Form	Landscape Design Errors and Omissions Liability	Approved	Yes
Form	Florists Errors and Omissions Liability	Approved	Yes
Form	Pollution Exclusion Exception For Farm Chemicals	Approved	Yes
Form	Exclusion - Oil or Gas Producing Operations	Approved	Yes

SERFF Tracking Number: FLWR-125589772 State: Arkansas  
 Filing Company: Florists' Mutual Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: 08-1  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
 Liability  
 Product Name: Business Package Policy  
 Project Name/Number: ISO GL Update /08-1

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Business Package Policy Declarations Page	BPP-DEC	06-07	Declaration Replaced s/Schedule	Replaced Form #:0.00 BPP-DEC 03-00 Previous Filing #: 04-1		BPP-DEC 06-07.pdf
Approved	Change Endorsement	BPP-END	06-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BPP-END 02-95 Previous Filing #: 04-1		BPP END 06 07.pdf
Approved	Arkansas Changes	C-AR	07-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 C-AR 02-07 Previous Filing #: AR-PC-06-022063		C-AR 07-08.pdf
Approved	Exclusion - Designated Professional Services	L 21 16	06-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 21 16 07 98 Previous Filing #:		L 21 16 06-07.pdf
Approved	Exclusion – Misdelivery Or Germination Failure Growers, Producers, Or Distributors	L 22 25	06-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 L-2225 09-97 Previous Filing #: 04-1		L 22 25 06-07.pdf
Approved	Pesticide or Herbicide Applicator Coverage	L 22 64	06-07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 22 64 07 98 Previous Filing #:		L 22 64 06-07.pdf
Approved	Landscape Design Errors and Omissions Liability	L D3	06-07	Endorsement/Amendment/Conditions		0.00	L D3 06-07.pdf
Approved	Florists Errors	L-D2	06-07	Endorsement Replaced	Replaced Form #:0.00		L-D2 06-

SERFF Tracking Number: FLWR-125589772 State: Arkansas  
 Filing Company: Florists' Mutual Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: 08-1  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
 Liability  
 Product Name: Business Package Policy  
 Project Name/Number: ISO GL Update /08-1

	and Omissions Liability		nt/Amendm ent/Condi ons	L-D2 09-97 Previous Filing #: 04-1	07.pdf
Approved	Pollution Exclusion Exception For Farm Chemicals	L-LMPOL 06-07	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 L-LMPOL 08-98 Previous Filing #: 04-1	L-LMPOL 06-07.pdf
Approved	Exclusion - Oil or Gas Producing Operations	L-X04 06-07	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 L-X04 09-97 Previous Filing #: 04-1	L-X04 06- 07.pdf





**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

**SCHEDULE OF BUSINESS BLANKETED LOCATIONS**

LOC

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

**SCHEDULE OF MORTGAGE HOLDERS  
BUSINESS LOCATION(S)**

LOC

Mortgage Holder

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

**SURCHARGE / TAXES / FEES SCHEDULE**

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

**SECTION I - PROPERTY**

Policy Deductible(Property) =  Annual Aggregate Deductible =   
(Except Where Shown Otherwise)

Property Legend: Greenhouses listed on the attached schedules are numbered as follows:

- |                                   |                                   |
|-----------------------------------|-----------------------------------|
| 1 - 99 Glass Covered              | 401-499 Saran Covered Shade House |
| 101-199 Polyethylene Film Plastic | 501-599 Acrylic Covered           |
| 201-299 Fiberglass Covered        | 601-699 Polycarbonate             |
| 301-399 Lath Covered Shade House  | 901-999 Sash Covered Shade House  |

Cover will be adjusted on the basis of the following Schedule.  
NC = Not Covered, RC = Replacement Cost, ACV = Actual Cash Value

- (1) Reporting Form BP-45 applies to this item of insurance. Refer to the form for coinsurance and other Reporting Form Conditions.
- (2) See Form BP-58 for Limitation
- Automatic Increase in Insurance Does Not Apply

#Polyethylene, Saran, or Shade Cloth attached to the exterior of Greenhouse frames is not covered.

\*Polyethylene

Thickness (in mils)	Number of Months Cover has been in Service		
	Under 18	18 to 48	Over 48
Under 4	NC	NC	NC
4 - 5.99	RC	ACV	ACV
6 and More	RC	RC	ACV

+ Polycarbonate

Number of Years Cover has been in Service	
Under 8	Over 8
RC	ACV

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

**REAL AND BUSINESS PERSONAL PROPERTY**

LOC

**REAL PROPERTY**

<u>Building or Greenhouse</u>	<u>Deductible</u>	<u>Cover Valuation</u>	<u>Coins % Valuation</u>	<u>Causes of Loss</u>	<u>Limit</u>	<u>Extension</u>
-------------------------------	-------------------	----------------------------	------------------------------	---------------------------	--------------	------------------

**BUSINESS PERSONAL PROPERTY**

<u>Building or Greenhouse / Type of Property</u>	<u>Deductible</u>	<u>Cover Valuation</u>	<u>Coins % Valuation</u>	<u>Causes of Loss</u>	<u>Limit</u>	<u>Extension</u>
--	-------------------	----------------------------	------------------------------	---------------------------	--------------	------------------

**BLANKET**

<u>Building or Greenhouse / Type of Property</u>	<u>Deductible</u>	<u>Cover Valuation</u>	<u>Coins % Valuation</u>	<u>Causes of Loss</u>	<u>Limit</u>	<u>Extension</u>
--	-------------------	----------------------------	------------------------------	---------------------------	--------------	------------------

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

**REAL AND BUSINESS PERSONAL PROPERTY  
Continued**

Cover Valuation Description

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

**BLANKET PROPERTY SCHEDULE**

SEE SCHEDULE OF BLANKETED LOCATION(S)

Location / Building or Greenhouse

<u>Type of Property</u>	<u>Deductible</u>	<u>Cover Valuation</u>	<u>Coins % Valuation</u>	<u>Causes of Loss</u>	<u>Limit</u>	<u>Extension</u>
-------------------------	-------------------	----------------------------	------------------------------	---------------------------	--------------	------------------

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

**BUSINESS INCOME**

LOC

Location / Building or Greenhouse

<u>Type of Coverage</u>	<u>Limit for each Consecutive 30 days</u>	<u>Total Limit</u>	<u>Extended Period of Restoration</u>
-------------------------	---	--------------------	---

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

**SCHEDULE OF COVERAGE  
SPECIAL PROPERTY COVERAGES**

Coverage	Description	Deductible Amount	Limit <small>(applies per occurrence, except as noted)</small>
1.	Accounts Receivable		
2.	Arson Reward		
3.	Automatic Increase in Insurance		
4.	Burglary and Robbery		
5.	Counterfeit Money, Forgery and Alteration		
6.	Fire Department Service Charge		
7.	Fire Extinguisher Recharge		
8.	Money and Securities		
9.	Newly Acquired or Constructed Property		
10.	Outdoor Property		
11.	Personal Effects		
12.	Personal Property of Others		
13.	Pollutant Clean-Up and Removal		
14.	Preservation of Property		
15.	Software		
16.	Valuable Papers and Records		
17.	Mold Coverage		

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

**SCHEDULE OF COVERAGE  
SPECIAL PROPERTY COVERAGES  
BUSINESS LOCATION(S)**

LOC

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

**SCHEDULE OF COVERAGE  
OPTIONAL PROPERTY COVERAGES**

1. Data Processing Coverage

<u>UNSCHEDULED</u>		<u>CAUSE OF LOSS</u>	<u>EQUIPMENT LIMIT</u>	<u>MEDIA LIMIT</u>	<u>COINS / VALUATION</u>	<u>OPTIONAL COVERAGE</u>
<u>LOC. BUILDING</u>						
LOC. BREAKDOWN DEDUCTIBLE _____		LOC. COVERAGE DEDUCTIBLE _____		LOC. DEBRIS REMOVAL _____		
<u>SCHEDULED</u>		<u>CAUSE OF LOSS</u>	<u>EQUIPMENT LIMIT</u>	<u>MEDIA LIMIT</u>	<u>COINS / VALUATION</u>	<u>OPTIONAL COVERAGE</u>
<u>LOC. BUILDING</u>	<u>DESCRIPTION</u>					
LOC. BREAKDOWN DEDUCTIBLE _____		LOC. COVERAGE DEDUCTIBLE _____		LOC. DEBRIS REMOVAL _____		
DUPLICATE STORAGE _____		ALL COVERED LOCATIONS				
NEWLY ACQUIRED EQUIPMENT _____		ALL COVERED LOCATIONS				

2. (a) Earthquake Coverage- Property

\* This coverage is Subject to a Separate Deductible of 10% of the Limit of Insurance of the Scheduled Items Sustaining the Loss and Applies Separately to Each Item

<u>LOC.</u>	<u>COVERED PROPERTY</u>	<u>LIMIT</u>	<u>VALUATION</u>	<u>DEDUCTIBLE</u>
-------------	-------------------------	--------------	------------------	-------------------

2. (b) Earthquake Coverage-

<u>LOC.</u>	<u>COVERED PROPERTY</u>	<u>LIMIT</u>
-------------	-------------------------	--------------

2. (c) Earthquake Coverage- Reconstruction Cost Coverage

<u>LOC.</u>	<u>COVERED PROPERTY</u>	<u>LIMIT</u>
-------------	-------------------------	--------------

3. Employee Dishonesty

4. Loss Of Heating or Cooling

<u>LIMIT</u>	<u>VALUATION</u>	<u>DEDUCTIBLE</u>
--------------	------------------	-------------------

5. Mobile Equipment

<u>UNSCHEDULED</u>	<u>NO ITEM TO EXCEED</u>	<u>COINS %</u>	<u>LIMIT</u>	<u>VALUATION</u>	<u>DEDUCTIBLE</u>
<u>LOC</u>					

<u>SCHEDULED</u>	<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>LIMIT</u>	<u>VALUATION</u>	<u>DEDUCTIBLE</u>
<u>LOC</u>					

6. Mobile Equipment Rental Reimbursement

Per Day	Days	<u>DEDUCTIBLE</u>
---------	------	-------------------

LOC

7. Motor Truck Cargo

<u>LIMIT PER VEHICLE</u>	<u>LIMIT PER OCCURRENCE</u>	<u>MECHANICAL BREAKDOWN OF HEATING OR COOLING UNIT</u>	<u>DEDUCTIBLE</u>
--------------------------	-----------------------------	--	-------------------

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

**SCHEDULE OF COVERAGE  
OPTIONAL PROPERTY COVERAGES  
Continued**

## 11. Scheduled Property

<u>LOC</u>	<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>BREAKAGE (Y/N)</u>	<u>LIMIT</u>	<u>VALUATION</u>	<u>DEDUCTIBLE</u>
------------	-----------------	--------------------	-----------------------	--------------	------------------	-------------------

## 12.(a) Transportation - On Owned Or Operated Vehicles

<u>LIMIT PER VEHICLE</u>	<u>LIMIT PER OCCURRENCE</u>	<u>MECHANICAL BREAKDOWN OF HEATING OR COOLING UNIT</u>	<u>VALUATION</u>	<u>DEDUCTIBLE</u>
--------------------------	-----------------------------	--	------------------	-------------------

## 12.(b) Transportation - On Common Or Contract Carriers

<u>LIMIT PER VEHICLE</u>	<u>LIMIT PER OCCURRENCE</u>	<u>MECHANICAL BREAKDOWN OF HEATING OR COOLING UNIT</u>	<u>VALUATION</u>	<u>DEDUCTIBLE</u>
--------------------------	-----------------------------	--	------------------	-------------------

## 13. Equipment Breakdown - Boiler And Machinery Coverage

## 14.(a) Builder's Risk Completed Value

<u>LOC.</u>	<u>COVERED PROPERTY</u>	<u>CAUSE OF LOSS</u>	<u>LIMIT</u>	<u>VALUATION</u>	<u>EXTENSION</u>
-------------	-------------------------	----------------------	--------------	------------------	------------------

## 14.(b) Builder's Risk Renovations

<u>LOC.</u>	<u>COVERED PROPERTY</u>	<u>CAUSE OF LOSS</u>	<u>LIMIT</u>	<u>VALUATION</u>	<u>EXTENSION</u>
-------------	-------------------------	----------------------	--------------	------------------	------------------

## 15. Mine Subsidence

## 16. Water That Backs Up From A Sewer Or Drain

<u>LOC.</u>	<u>BUILDING</u>	<u>LIMIT</u>	<u>VALUATION</u>	<u>DEDUCTIBLE</u>
-------------	-----------------	--------------	------------------	-------------------

## 17. (a) Power Interruption - Damage to Property

<u>LOC.</u>	<u>COVERED PROPERTY</u>	<u>CAUSE OF LOSS</u>	<u>LIMIT</u>
-------------	-------------------------	----------------------	--------------

## 17. (b) Water Interruption - Damage to Property

<u>LOC.</u>	<u>COVERED PROPERTY</u>	<u>CAUSE OF LOSS</u>	<u>LIMIT</u>
-------------	-------------------------	----------------------	--------------

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

**SCHEDULE OF COVERAGE  
OPTIONAL PROPERTY COVERAGES  
Continued**

18. (a) Power Interruption - Business Income			
<u>LOC.</u>	<u>COVERED PROPERTY</u>	<u>CAUSE OF LOSS</u>	<u>LIMIT</u>
18. (b) Water Interruption - Business Income			
<u>LOC.</u>	<u>COVERED PROPERTY</u>	<u>CAUSE OF LOSS</u>	<u>LIMIT</u>
20. Communication Interruption - Business Income			
<u>LOC.</u>	<u>COVERED PROPERTY</u>	<u>CAUSE OF LOSS</u>	<u>LIMIT</u>
21. Farmowners - Property			
22. Wind or Hail to Plant Material in the Open			
<u>LOCATION</u>	<u>BLANKET OR EXCESS</u>	<u>LIMIT</u>	
23. Installation Floater			
<u>DESCRIPTION</u>	<u>LIMIT</u>	<u>DEDUCTIBLE</u>	

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I****SEASONAL COVERAGE LIMITS**

<b>Month</b>	<b>Accounts Receivable</b>	<b>Loss of Heating &amp; Cooling</b>	<b>Money and Securities</b>	<b>Trans- portation</b>
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I, Coverage H13  
Equipment Breakdown - Boiler and Machinery  
SCHEDULE OF COVERAGE**

Policy Period Inception:  
12:01 AM at Policy Declarations mailing address

Policy Period Expiration:  
12:01 AM at Policy Declarations mailing address

	<u>LOCATION</u>	<u>LOCATION</u>	<u>LOCATION</u>
<u>EQUIPMENT BREAKDOWN LIMIT:</u>	\$ _____	\$ _____	\$ _____
<u>COVERAGE EXTENSIONS:</u> (Included within the Equipment Breakdown Limit)			
Expediting Expenses	\$ _____	\$ _____	\$ _____
Hazardous Substances	\$ _____	\$ _____	\$ _____
CFC Refrigerants	\$ _____	\$ _____	\$ _____
Perishable Goods	\$ _____	\$ _____	\$ _____
Demolition and Increased Cost of Construction	\$ _____	\$ _____	\$ _____
Newly Acquired Location	\$ _____	\$ _____	\$ _____
 <u>DEDUCTIBLES</u>			
Property Damage	\$ _____	\$ _____	\$ _____
Business Income/Extra Expense	_____	_____	_____
Perishable Goods	\$ _____	\$ _____	\$ _____
	* or 10% of loss whichever is greater		
 <u>OPTIONAL COVERAGES</u>			
Business Income/Extra Expense	\$ _____	\$ _____	\$ _____
Service Interruption	_____	_____	_____
Extended Period of Business Income/EE (Total Days)	_____	_____	_____
Other	\$ _____	\$ _____	\$ _____
 Perishable Goods - Varying Limits:			
<u>MONTH</u>			
JANUARY	\$ _____	\$ _____	\$ _____
FEBRUARY	\$ _____	\$ _____	\$ _____
MARCH	\$ _____	\$ _____	\$ _____
APRIL	\$ _____	\$ _____	\$ _____
MAY	\$ _____	\$ _____	\$ _____
JUNE	\$ _____	\$ _____	\$ _____
JULY	\$ _____	\$ _____	\$ _____
AUGUST	\$ _____	\$ _____	\$ _____
SEPTEMBER	\$ _____	\$ _____	\$ _____
OCTOBER	\$ _____	\$ _____	\$ _____
NOVEMBER	\$ _____	\$ _____	\$ _____
DECEMBER	\$ _____	\$ _____	\$ _____

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section I**

Limits of Insurance

General Aggregate Limit	\$	_____
Products/Completed Operations Aggregate	\$	_____
Each Occurrence Limit	\$	_____
Damage to Premises Rented to You Limit	\$	_____ ANY ONE PREMISES
Medical Expense Limit	\$	_____ ANY ONE PERSON
Personal and Advertising Injury Liability	\$	_____ ANY ONE PERSON OR ORGANIZATION

Optional Liability Endorsements

<u>Title Description</u>	<u>Limit of Insurance</u>
D 1. Employee Benefits Liability	
D 2. Florists Errors and Omissions Liability	
D 3. Landscape Design Errors and Omissions Liability	
D 4. Liquor Liability	
D 5. Pesticide or Herbicide Applicator	
D 8. Pollution Exclusion Exception for Farm Chemicals	
D 9. Farmowners - Personal Liability	
D 10. Voluntary Property Damage	
D 12. Employment Practices Liability (Claims Made)	
Each Claim Limit of Insurance	
Coverage Aggregate Limit of Insurance	
Deductible -	
Retroactive Date - This insurance does not apply to wrongful employment practices which occurred before _____.	

**COMMERCIAL PROPERTY COVERAGE PART  
SUPPLEMENTAL DECLARATIONS  
BPP - Section II**

SCHEDULE OF ADDITIONAL LOCATIONS

LOC



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

This endorsement modifies insurance provided under the Business Package Policy:

- A.** Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:
- 5.a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
  - b.** We will refund the pro rata unearned premium if the policy is:
    - (1)** Cancelled by us or at our request;
    - (2)** Cancelled but rewritten with us or in our company group;
    - (3)** Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
    - (4)** Cancelled after the first year of a pre-paid policy that was written for a term of more than one year.
  - c.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3)** or **(4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
  - d.** The cancellation will be effective even if we have not made or offered a refund.
- B.** The following is added to the **Cancellation** Common Policy Condition:
- 7. Cancellation Of Policies In Effect More Than 60 Days**
- a.** If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
    - (1)** Nonpayment of premium;
    - (2)** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
    - (3)** The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
    - (4)** Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
    - (5)** Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
    - (6)** A material violation of a material provision of the policy.
  - b.** Subject to Paragraph **7.c.**, if we cancel for:
    - (1)** Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
    - (2)** Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.
- C.** Paragraph **g.** of the **Mortgageholders** Condition, in the **Business Property Insurance Conditions (BP-I)**, is replaced by the following:
- g.** If we elect not to renew this policy, we will give written notice to the mortgageholder:
    - (1)** As soon as practicable if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal; or
    - (2)** At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

- D. The following Condition is added and supersedes any other provision to the contrary:

**NONRENEWAL**

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:

- a. Its expiration date; or
- b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

- E. The **Appraisal** Condition of the **Business Property Insurance Conditions (BP-I)** is replaced by the following:

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

- b. An appraisal decision will not be binding on either party.

- c. If there is an appraisal, we will still retain our right to deny the claim.

- d. Each party will:

- (1) Pay its chosen appraiser; and

- (2) Bear the other expenses of the appraisal and umpire equally.

- F. Paragraph **b.** of the **Legal Action Against Us** condition in the **Business Property Insurance Conditions (BP-I)** is replaced by the following:

- b. The action is brought within 5 years after the date on which the direct physical loss occurred.

- G. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** condition in the **Business Property Insurance Conditions (BP-I)**:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

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

## **EXCLUSION – DESIGNATED PROFESSIONAL SERVICES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service. This includes but is not limited to:

1. Legal, accounting or advertising services;
2. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
3. Engineering services, including related supervisory or inspection services;
4. Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
5. Any health or therapeutic service treatment, advice or instruction;
6. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
7. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
8. Body piercing services;
9. Services in the practice of pharmacy; but this exclusion does not apply if you are a retail druggist or your operations are those of a retail drugstore;
10. Law enforcement or firefighting services; and
11. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.
12. Floral Design Schools;
13. Wedding Planning;

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

**EXCLUSION – MISDELIVERY OR GERMINATION FAILURE  
GROWERS, PRODUCERS, OR DISTRIBUTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to "property damage" arising out of:

1. Failure of seed or bulbs to germinate;
2. Erroneous delivery of seed, bulbs, blooms, cuttings, flowers, fruits, plants, seedlings, shrubs, sod, trees, or vegetables.
3. Error in mechanical mixture of seed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PESTICIDE OR HERBICIDE APPLICATOR COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Description Of Operations:**

Commercial pesticide or herbicide application other than aerial crop spraying.

With respect to the operations shown in the Schedule, Paragraph **(1)(d)** of Exclusion **f.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

For purposes of this endorsement, the Limit of Insurance shown on the Declarations for Pesticide or Herbicide Applicator shall apply.

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

## **LANDSCAPE DESIGN ERRORS AND OMISSIONS LIABILITY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **Changes To The Commercial General Liability Coverage Part**

A. The following is added to the Coverages section:

#### **LANDSCAPE DESIGN ERRORS AND OMISSIONS**

##### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a landscape design error or omission. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for errors and omissions to which the insurance does not apply. We may, at our discretion, investigate the circumstance of any error or omission and settle any claim or "suit" that may result. But:

- (1) Regardless of the number of continuous, repeated or related events involved all claims and "suit(s)" connected with the same cause will be considered one loss.
- (2) The Limit of Insurance shown on the Declarations shall apply regardless of the following:
  - (a) The number of persons or organizations insured under this policy.
  - (b) The number of persons or organizations who have sustained injury or damage.
  - (c) The number of claims made or "suit(s)" brought because of injury or damage.

- (2) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable limit of insurance; and

- (3) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Errors and Omissions coverage.

- b. This insurance applies only to errors in the providing of landscape design services that take place or omissions of such services that should have taken place in the "coverage territory" and during the policy period.

##### **2. Exclusions**

This insurance does not apply to:

- a. Intentional error or intentional failure to provide any services.
- b. Any dishonest, fraudulent, or criminal conduct committed intentionally by you or at your direction;
- c. Fines, penalties or liquidated damages imposed on any insured, or the failure or refusal of a client to pay all or any part of monies due you.
- d. The cost to repair or replace the result of faulty workmanship in any construction or installation performed by you including any materials, parts or equipment furnished in connection therewith;
- e. Express warranties or guarantees;
- f. Professional services if you are insured under any professional liability policy. This exclusion applies even if claim or claim expenses are not covered in whole or in part by the policy for any reason, including but not limited to:
  - (1) An exclusion; or
  - (2) A reduction or exhaustion of the limits of liability under such policy.
- g. "Bodily injury", "property damage" or "personal and advertising injury".
- h. Liability for damages which the insured is obligated to pay by reason of the assumption of a liability in a contract or agreement. This exclusion does not apply to liability for damages

that the insured would have in absence of the contract or agreement.

### 3. Supplementary Payments

The Supplementary Payments provisions applicable to the Bodily Injury And Property Damage Liability and Personal And Advertising Injury Liability coverages also apply to this Landscape Design Errors And Omissions coverage.

- B. The following condition is added and replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition under **Section IV - Commercial General Liability Conditions** for the Landscape Design Error Or Omissions coverage only:

#### **Duties In The Event Of A Landscape Design Error Or Omission**

- a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
- (1) How, when and where the error or omission took place; and
  - (2) The names and addresses of the person(s) making claim against you.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an error or omission to which this insurance may apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

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

## **FLORISTS ERRORS AND OMISSIONS LIABILITY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **Changes To The Commercial General Liability Coverage Part**

A. The following is added to the Coverages section:

#### **FLORISTS ERRORS AND OMISSIONS**

##### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a failure to deliver or a misdelivery of items you hold for sale by any of your "employees" or by a concessionaire trading under your name in the conduct of your business as a retail florist. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for florists errors and omissions to which the insurance does not apply. We may, at our discretion, investigate the circumstance of any misdelivery or failure to deliver and settle any claim or "suit" that may result. But:

- (1) Regardless of the number of continuous, repeated or related events involved all claims and "suit(s)" connected with the same cause will be considered one loss.
- (2) The Limit of Insurance shown on the Declarations shall apply regardless of the following:
  - (a) The number of persons or organizations insured under this policy.
  - (b) The number of persons or organizations who have sustained injury or damage.
  - (c) The number of claims made or "suit(s)" brought because of injury or damage.
- (3) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable limit of insurance; and

- (4) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Errors And Omissions coverage.

- b. This insurance applies only to errors in deliveries that take place or omissions of such deliveries that should have taken place in the "coverage territory" and during the policy period.

##### **2. Exclusions**

This insurance does not apply to:

- a. Intentional error or intentional misdelivery or failure to deliver.
- b. "Bodily injury", "property damage" or "personal and advertising injury".
- c. Discrimination based on a customer's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.

##### **3. Supplementary Payments**

The Supplementary Payments provisions applicable to the Bodily Injury And Property Damage Liability and Personal And Advertising Injury Liability coverages also apply to this Florists Errors And Omissions coverage.

##### **B. Section II — Who Is An Insured is amended to include as an insured:**

1. Any person or organization with respect to their liability arising out of:
  - a. Their financial control of you; or
  - b. Premises they own, maintain or control while you lease or occupy these premises.

Such person or organization is not an insured with respect to structural alterations, new construction and demolition operations performed by or for that person or organization.
2. Any other person who is a manager or lessor of premises, but only with respect to liability arising out of the ownership, maintenance or

use of that part of the premises leased to you and described in the Declarations.

Such person or organization is not an insured with respect to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

C. The following condition replaces the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition under **Section IV Commercial General Liability Conditions** for the Florists Errors And Omissions coverage only:

**Duties In The Event Of A Florists Error Or Omission**

- a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the error or omission took place; and
  - (2) The names and addresses of the affected customer(s).

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of error or omission to which this insurance may apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

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

## **POLLUTION EXCLUSION EXCEPTION FOR FARM CHEMICALS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. Exclusion f. Pollution** of Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** is deleted and replaced by the following:

#### **f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (f) From any farm products or crops you, or someone on your behalf, grows, handles, processes, stores, sells, distributes, transports, or uses, anywhere, at any time, under any circumstances;
- (g) Which would not have occurred in whole or in part but for, the actual, alleged or threatened contamination by any "farm chemicals" of any natural or man-made watercourse, body of running or stagnant water whether above or below ground, any well, spring, groundwater, aquifer, or any reservoir or other water storage facility, tank or receptacle of any kind, anywhere, at any time, under any circumstances;
- (h) As a result of, or is in any way connected with, such person's or entity's work for, contract or agreement with, or participation in providing or performing services or operations for or on behalf of, any "insured", involving the application, storage, transport, spraying, handling, or other use of any kind, of any "farm chemicals".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

(3) However, the above exclusion [f.(1)] does NOT apply to "bodily injury" or "property damage"

that arises out of and is the direct result of the following:

- (a) The accidental discharge, dispersal, release or escape of "farm chemicals", at or from insured locations specifically described in the Declarations, during a lawful and proper application of "farm chemicals" to growing crops by some means other than the use of an "aircraft";
- (b) The accidental discharge, dispersal, release or escape of "farm chemicals" that are stored, other than in an underground storage tank or underground container of any kind, in a lawful manner at an insured location specifically described in the Declarations;
- (c) The accidental discharge, dispersal, release or escape of "farm chemicals", while being transported by "mobile equipment" by the most direct route possible, and without any diversion of any kind, directly from one insured location specifically described in the Declarations to another such insured location specifically described in the Declarations; or
- (d) The accidental discharge, dispersal, release or escape of "farm chemicals", during a lawful and proper spraying by hand application of "farm chemicals" immediately in and around your "residence premises", farm buildings, outbuildings or other farm structures, at any insured location specifically described in the Declarations, provided that such spraying is:
  - (i) for the purpose of killing, repelling or controlling pests, rodents or insects; or
  - (ii) for the purpose of killing or controlling weeds;
- (e) For purposes of this paragraph (3), insured locations also include any newly acquired locations over which you maintain ownership or majority interest if there is no other similar insurance available. However:
  - (i) Coverage under this provision is afforded only until the 30<sup>th</sup> day after you acquire the new location or until the end of the policy period, whichever is earlier;
  - (ii) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired the new location.
- (f) For purposes of this paragraph (3), the Limit of Insurance shown on the Declarations for the Pollution Exclusion Exception for Farm Chemicals shall apply.

**B. The following is added to Section V – Definitions:**

“Farm Chemicals” means pesticides, herbicides, insecticides, poisons, fertilizers, plant nutrients, and similar chemical compounds approved by any Federal, State or Local government and fit for the original uses for which they were intended. These uses are limited to increasing the yield of farm products or crops; to killing, repelling or controlling pests, rodents or insects; or to killing or controlling weeds.

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

## **EXCLUSION – OIL OR GAS PRODUCING OPERATIONS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and **Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of:

1. The ownership, maintenance, or use of any Gas or Oil Well, any Pipeline for transmission of Oil or Natural Gas, or any Refinery;
2. The drilling or operation of any Gas or Oil Well;
3. The construction of or operation of any Pipeline for transmission of Oil or Natural Gas;
4. The construction or operation of any Refinery;
5. Goods or products manufactured at or distributed by or from any Pipeline for transmission of Oil or Natural Gas, or any Refinery;



SERFF Tracking Number: FLWR-125589772 State: Arkansas  
Filing Company: Florists' Mutual Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 08-1  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: Business Package Policy  
Project Name/Number: ISO GL Update /08-1

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 04/10/2008

**Comments:**  
**Attachment:**  
AR PCTD.pdf

**Satisfied -Name:** Forms Filing Exhibit **Review Status:** Approved 04/10/2008

**Comments:**  
**Attachments:**  
AR Forms Filing Exhibit.pdf  
Filing Exhibit I - BPP-DEC 06-07.pdf  
Filing Exhibit II - C-AR 07-08.pdf  
Filing Exhibit III - L-D2 06-07.pdf  
Filing Exhibit IV - L-LMPOL 06-07.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<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. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3.</b>	<b>Group Name</b>	<b>Group NAIC #</b>			
	Florists'	349			
<b>4.</b>	<b>Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>
	Florists' Mutual Insurance Company	Illinois	349-13978	370277830	12

<b>5. Company Tracking Number</b>	08-1
-----------------------------------	------

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Kevin Kloever #1 Horticultural Lane Edwardsville IL 62025	Compliance Specialist	(800) 851-7740 x 1824	(800) 233-3642	kkloever@hortica-insurance.com
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Kevin Kloever		

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

<b>9.</b>	<b>Type of Insurance (TOI)</b>	05.0 Commercial Multi-Peril - Liability & Non-Liability
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	05.0003 Commercial Package
<b>11.</b>	<b>State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	n/a
<b>12.</b>	<b>Company Program Title (Marketing title)</b>	n/a
<b>13.</b>	<b>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.</b>	<b>Effective Date(s) Requested</b>	New: 07-01-2008      Renewal: 07-01-2008
<b>15.</b>	<b>Reference Filing?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>16.</b>	<b>Reference Organization (if applicable)</b>	ISO
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	GL-2006-OCTFR
<b>18.</b>	<b>Company's Date of Filing</b>	04-01-2008
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # 07-7

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

We are filing several independent forms for use in our Business Package Policy, a commercial multiple peril policy. We have included a revised declarations page, eight revised endorsements, and one new endorsement. Only those forms submitted for review have been listed in the Form Schedule tab. The Forms Filing Exhibit in the Supporting Documentation tab details changes to these forms or provides a reference to additional supporting exhibits as well as lists withdrawn forms. We propose an effective date of 07-01-2008.

ISO is authorized to file General Liability forms on our behalf. In filing AR-PC-07-026598 , we non-adopted filing GL-2006-OCTFR. However, with this filing we would like to adopt only the following forms:

- CG 22 92 12 07
- CG 22 93 12 07

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 #: N/A - 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.)**

PC TD-1 pg 2 of 2

**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. This filing transmittal is part of Company Tracking #</b>		08-1			
<b>2. This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		N/A			
<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	Business Package Policy Declarations Page	BPP-DEC 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BPP-DEC 03-00	04-1
02	Change Endorsement	BPP-END 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	BPP-END 02-95	04-1
03	Exclusion - Designated Professional Services	L 21 16 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 21 16 07-98	Filed on our behalf; ISO Filing Reference GL-97-O97FR
04	Exclusion – Misdelivery Or Germination Failure Growers, Producers, Or Distributors	L 22 25 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	L-2225 09-97	04-1
05	Pesticide or Herbicide Applicator Coverage	L 22 64 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG 22 64 07 98	Filed on our behalf; ISO Filing Reference GL-97-O97FR
06	Florists Errors and Omissions Liability	L-D2 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	L-D2 09-97	04-1
07	Landscape Design Errors and Omissions Liability	L-D3 06-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Pollution Exclusion Exception For Farm Chemicals	L-LMPOL 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	L-LMPOL 08-98	04-1
09	Exclusion - Oil or Gas Producing Operations	L-X04 06-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	L-X04 09-97	04-1
10	Arkansas Changes	C-AR 07-08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	C-AR 02-07	AR-PC-06-022063

PC FFS-1

**PROPERTY & CASUALTY 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 the state.)

<b>This filing transmittal is part of Company Tracking #</b>			08-1		
<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)			N/A		
	<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>
11	Common Policy Conditions	BP-CC 09-97	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		04-1
12	Premium Audit	L-AUDIT 09-97	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		04-1
13	Policy Jacket	BPP-J 10-01	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		04-1
14	Renewal Certificate	BPP-RC 03-00	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		04-1
15	Equipment Breakdown Boiler and Machinery Coverage Declarations	FM-MEP2 03-99	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		04-1
16	Perishable Goods - Varying Limits	H-13-VL 03-99	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		04-1
17	Cross Liability Endorsement	L-CON1 11-94	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		04-1
18	Increased Fire Damage Liability	L-LM01 09-97	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		04-1
19	Exclusion - Designated Premises, Project, Activity or Operation	L-X20 11-94	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		04-1
20	Exclusion - Explosion, Collapse and Underground Property Damage Hazard	L-2143 09-97	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn		04-1

**Arkansas BPP Forms Effective 07-01-2008**

<b>Form Name</b>	<b>Form Number</b>	<b>Edition Date</b>	<b>Action</b>	<b>Replaced Form</b>	<b>Filing No.</b>	<b>Summary of Changes &amp; Notes</b>
Business Package Policy Declarations Page	BPP-DEC	06-07	Replaced	BPP-DEC	03-00 04-1	See Exhibit I
Change Endorsement	BPP-END	06-07	Replaced	BPP-END	02-95 04-1	This form was revised to align with the Declarations to adopt ISO naming conventions and removal of references to "Additional Declarations."
Common Policy Conditions	IL 00 17	11-98	Replaced	BP-CC	09-97 04-1	On file; ISO Filing Reference CL-98-098IS
Policy Jacket	BPP-J	06-07	Replaced	BPP-J	10-01 04-1	We found no requirement for a policy jacket to be filed.
Renewal Certificate	BPP-RC	03-00	Withdrawn	No Replacement	04-1	This form is no longer necessary, as it has been incorporated into the Declarations via the policy status field.
Arkansas Changes	C-AR	07-08	New	C-AR	02-07 AR-PC-06-022063	See Exhibit II
Equipment Breakdown Boiler and Machinery Coverage Declarations	FM-MEP2	03-99	Withdrawn	No Replacement	04-1	This form is no longer necessary as it has been incorporated into the Declarations as a supplemental declarations page
Perishable Goods - Varying Limits	H-13-VL	03-99	Withdrawn	No Replacement	04-1	This form is no longer necessary as it has been incorporated into the Declarations as a supplemental declarations page
Exclusion - Designated Professional Services	L 21 16	06-07	Replaced	CG 21 16	07-98	We have incorporated our own list of excluded professional services.
Exclusion – Misdelivery Or Germination Failure Growers, Producers, Or Distributors	L 22 25	06-07	Replaced	L-2225	09-97 04-1	Coverage is broadened by not excluding the failure of bulbs, plants, seedlings, seeds, shrubs, sod or trees to accomplish their intended or warranted purpose. Coverage is reduced by excluding errors in the mechanical mixture of seed.

**Arkansas BPP Forms Effective 07-01-2008**

Form Name	Form Number	Edition Date	Action	Replaced Form	Filing No.	Summary of Changes & Notes
Pesticide or Herbicide Applicator Coverage	L 22 64	06-07	Replaced	CG 22 64	07-98	This form is a modification of ISO form CG 22 64 07 98; we have incorporated the following changes: 1) In the Description of Operations field, we state: "Commercial pesticide or herbicide application other than aerial crop spraying." Aerial crop spraying is not contemplated in the exposures we insure or in the rate development. 2) We have added: "For purposes of this endorsement, the Limit of Insurance shown on the Declarations for Pesticide or Herbicide Applicator shall apply" as this coverage can be written stand-alone and with sublimits.
Landscape Design Errors and Omissions Liability	L D3	06-07	New			We have incorporated most of the liability portion of ISO Form MS LS 01 11 02 ("Landscapers" Market Segment Form) to offer landscape design errors and omissions coverage.
Exclusion - Explosion, Collapse and Underground Property Damage Hazard	CG 21 43	12-04	Replaced	L-2143	09-97 04-1	On file; ISO Filing Reference GL-03-OFR03
Premium Audit	L-AUDIT	09-97	Withdrawn	No Replacement	04-1	This form is no longer required as revisions to the Declarations now refer to "advance" premium.
Cross Liability Endorsement	L-CON1	11-94	Withdrawn	No Replacement	04-1	This form has been withdrawn in favor of using ISO form CG 21 41.
Florists Errors and Omissions Liability L-D2	L-D2	06-07	Replaced	L-D2	09-97 04-1	See Exhibit III
Increased Fire Damage Liability	L-LM01	09-97	Withdrawn	No Replacement	04-1	Fire Damage Liability is included in the basic coverage form (CG 00 01) at the occurrence limit, which also equals the Damage to Premises Rented to You Limit stated in the declarations.
Pollution Exclusion Exception For Farm Chemicals	L-LMPOL	06-07	Replaced	L-LMPOL	08-98 04-1	See Exhibit IV

**Arkansas BPP Forms Effective 07-01-2008**

<b>Form Name</b>	<b>Form Number</b>	<b>Edition Date</b>	<b>Action</b>	<b>Replaced Form</b>	<b>Filing No.</b>	<b>Summary of Changes &amp; Notes</b>
Exclusion - Oil or Gas Producing Operations	L-X04	06-07	Replaced	L-X04	09-97 04-1	Formatting has been revised with Arial font and the use of columns. A "lead-in" paragraph has been added to identify the applicable part of the CGL that is being modified. The content and intent remain the same.
Exclusion - Designated Premises, Project, Activity or Operation	L-X20	11-94	Withdrawn	No Replacement	04-1	This form has been withdrawn in favor of using ISO forms CG 21 00 and CG 21 34.

## **Exhibit I**

### **BPP-DEC 06-07 Business Package Policy Declarations Page**

BPP-DEC 06-07 Business Package Policy Declarations Page has been revised with new formatting and naming conventions to follow ISO forms and make it easier for policyholders to identify coverages and limits. A summary of changes is listed below.

1. Common Policy Declarations:
  - a) Included Declaratory Statements required or recommended by State Insurance Departments.
  - b) Replaced "FORM OF BUSINESS" field with "Description of Business" to align with ISO's "Who is an Insured" naming conventions;
  - c) Eliminated Countersignature fields; no longer required.
  - d) Moved "Schedule of Forms and Endorsements" to Common Policy Declarations;
2. "New and revised" forms will be asterisked in this section for renewals
  - a. Account Number appears only on this page;
  - b. "Date" is relabeled as "Process Date", to be interpreted as the date the system prints the Dec;
  - c. Replaced second "POLICY NO." field with a new "Policy Status" field:
3. Policy Status entries will include:
  - a. New;
  - b. Renewal;
  - c. Renewal Certificate;
  - d. Re-Write
4. Common Policy Declarations becomes a multipurpose form by replacing the Renewal Certificate
5. Commercial Property Supplemental Declarations:
  - a. Moved the "Policy Forms" section to the Common Policy Declarations;
  - b. Header Title was reworded to give primary status to Common Policy Declarations;
  - c. Effective date printed on new and rewritten policies;
  - d. Policy number appears on every page (Account number removed)
6. Boiler Dec:
  - a. Revised to accommodate three locations per page;
  - b. Revised to a "supplemental" Dec format.
7. Commercial Liability Supplemental Declarations:
  - a. Header Title was reworded to give primary status to Common Policy Declarations;
  - b. Effective date printed on new and rewritten policies;
  - c. Discontinued Coverage A, B, C and D naming convention
  - d. Adopted ISO's "Limits of Insurance" format
  - e. Policy number appears on every page (Account number removed);
  - f. Eliminated property damage deductible field, will rely on "Deductible Liability Insurance" endorsement (CG 03 00);
  - g. Eliminated "Includes Collapse & Underground Property Damage Hazards".

C-AR 07-08	C-AR 02-07	DIFFERENCES & COMMENTS
<p><b>Cancellation</b></p> <p>A. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:                      5.a. If this policy is cancelled, we will send the first Named Insured any premium refund due.</p>	<p><b>AMENDMENT - Cancellation and Nonrenewal</b></p> <p>5. a. If this policy is cancelled, WE will send the first NAMED INSURED any premium refund due.</p>	<p>New lead in language; same provisions</p>
<p>b. We will refund the pro rata unearned premium if the policy is:                      (1) Cancelled by us or at our request;                      (2) Cancelled but rewritten with us or in our company group;                      (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or                      (4) Cancelled after the first year of a pre-paid policy that was written for a term of more than one year.</p>	<p>b. WE will refund the pro rata unearned premium if the policy is:                      (1) Cancelled by US or at OUR request;                      (2) Cancelled but rewritten with US or in OUR company group;                      (3) Cancelled because YOU no longer have an insurable interest in the PROPERTY or business operation that is the subject of this insurance; or                      (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.</p>	<p>Same.</p>
<p>c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in b.(2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.</p>	<p>c. If the policy is cancelled at the request of the first NAMED INSURED, other than a cancellation described in b.(2), (3) or (4) above, WE will refund ninety percent (90%) of the pro rata unearned premium. However, the refund will be less than ninety (90%) of the pro rata unearned premium if the refund of such amount would reduce the premium retained by US to an amount less than the minimum premium for this policy.</p>	<p>Same.</p>
<p>d. The cancellation will be effective even if we have not made or offered a refund.</p>	<p>d. The cancellation will be effective even if WE have not make or offered a refund.</p>	<p>Same.</p>
<p>B. The following is added to the Cancellation Common Policy Condition:                      7. Cancellation Of Policies In Effect More Than 60 Days                      a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:</p>	<p>b. If this policy has been in effect more than sixty (60) days or is a renewal policy, WE may cancel only for one or more of the following reasons:</p>	<p>New lead in language; same provisions</p>
<p>(1) Nonpayment of premium;</p>	<p>(1) Nonpayment of premium;</p>	<p>Same.</p>

C-AR 07-08	C-AR 02-07	DIFFERENCES & COMMENTS
(2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;	(2) Fraud or material misrepresentation made by YOU or with YOUR knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;	Same.
(3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;	(3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;	Same.
(4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;	(4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured PROPERTY or its occupancy which substantially increases any hazard insured against under the policy;	Same.
(5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or	(5) Nonpayment of membership dues in those cases where OUR by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or	Same.
(6) A material violation of a material provision of the policy.	(6) A material violation of a material provision of the policy.	Same.
b. Subject to Paragraph 7.c., if we cancel for: (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lien-holder or loss payee named in the policy at least 10 days before the effective date of cancellation.	2. a. WE may cancel this policy by mailing or delivering to the first NAMED INSURED written notice of cancellation at least: (1) Ten (10) days before the effective date of cancellation if WE cancel for nonpayment of premium; or	Same (10 day) provision.
(2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.	(2) Twenty (20) days before the effective date of cancellation if WE cancel for any other reason.	Same (20 day) provision
C. Paragraph g. of the Mortgageholders Condition, in the Business Property Insurance Conditions (BP-I), is replaced by the following:		New
g. If we elect not to renew this policy, we will give written notice to the mortgageholder:		New
(1) As soon as practicable if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal; or		New
(2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.		New

C-AR 07-08	C-AR 02-07	DIFFERENCES & COMMENTS
D. The following Condition is added and supersedes any other provision to the contrary:		New lead in language
<p><b>NONRENEWAL</b>                      1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:</p> <ul style="list-style-type: none"> <li>a. Its expiration date; or</li> <li>b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.</li> </ul>	<p>6. WE may elect not to renew this policy by mailing a nonrenewal notice to the first NAMED INSURED at least sixty (60) days before the policy expiration date. The notification will also be sent to any mortgage holder(s) named in this policy. The mailing of such notification(s) shall be sufficient proof of notice.                      Mailing requirements and wording of all notices shall comply with the applicable state law.</p>	Same nonrenewal (60 day) provisions
<b>Appraisal</b>	AMENDMENT - Appraisal	
E. The Appraisal Condition of the Business Property Insurance Conditions (BP-I) is replaced by the following:	Condition 2. Appraisal of the BUSINESS PROPERTY INSURANCE CONDITIONS (form BP-I) is replaced by the following:	Same.
<p>a. If we and you disagree on the value of the property or the amount of loss ("loss"), either party may make a written request for an appraisal of the loss ("loss"). However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss ("loss") appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire.</p>	<p>2. Appraisal                      a. If WE and YOU disagree on the value of the PROPERTY or the amount of loss, either party may make a written request for an appraisal of the loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both WE and YOU agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the PROPERTY and amount of loss. If they fail to agree, they will submit their differences to the umpire.</p>	Same.
b. An appraisal decision will not be binding on either party.	b. An appraisal decision will not be binding on either party.	Same.
c. If there is an appraisal, we will still retain our right to deny the claim.	c. If there is an appraisal, WE will still retain OUR right to deny the claim.	Same.
<p>d. Each party will:</p> <ul style="list-style-type: none"> <li>(1) Pay its chosen appraiser; and</li> <li>(2) Bear the other expenses of the appraisal and umpire equally.</li> </ul>	<p>d. Each party will:</p> <ul style="list-style-type: none"> <li>(1) Pay its chosen appraiser; and</li> <li>(2) Bear the other expenses of the appraisal and umpire equally.</li> </ul>	Same.

C-AR 07-08	C-AR 02-07	DIFFERENCES & COMMENTS
Legal Action Against Us	AMENDMENT - Legal Action Against Us	
F. Paragraph b. of the Legal Action Against Us condition in the Business Property Insurance Conditions (BP-I) is replaced by the following:	Paragraph b. of condition 8. Legal Action Against Us of the BUSINESS PROPERTY INSURANCE CONDITIONS (form BP-I) is replaced by the following:	Same.
b. The action is brought within 5 years after the date on which the direct physical loss occurred.	b. The action is brought within five (5) years after the date on which the direct physical loss occurred.	Same.
Transfer Of Rights Of Recovery Against Others To Us		New
G. The following is added to the Transfer Of Rights Of Recovery Against Others To Us condition in the Business Property Insurance Conditions (BP-I):		New
We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.		New

**Exhibit III**  
**L-D2 06-07**

Form L-D2 Florists Errors and Omissions has been revised to be more compatible with ISO's Commercial General Liability Coverage Part. We have adopted most of the liability section of ISO's Market Segment form: MS FL 01 09 04 Florists. Coverage has been restricted by excluding intentional acts, bodily injury, property damage, personal and advertising injury, as well as discrimination as described in the endorsement. A \$250 per loss deductible applies. A side-by-side comparison is also included for a more comprehensive review.

### Florists Errors and Omissions Coverage Comparison

L-D2 06-07 (Includes ISO Language from MS FL 01 09 04)	L-D2 09-97	Comments/Differences
<b>Lead in</b>	<b>Lead in</b>	
<p>This endorsement modifies insurance provided under the following:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART</p> <p>Changes To The Commercial General Liability Coverage Part</p> <p>A. The following is <u>added</u> to the Coverages section:</p> <p>FLORISTS ERRORS AND OMISSIONS</p>	<p>The subsections of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01) shown below apply to this coverage.</p> <ul style="list-style-type: none"> <li>• 2. Exclusions. of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY of SECTION I - COVERAGES.</li> <li>• SECTION II - WHO IS AN INSURED</li> <li>• SECTION III - COMMERCIAL GENERAL LIABILITY CONDITIONS</li> <li>• SECTION V - DEFINITIONS</li> </ul> <p>Read the entire policy carefully to determine rights, duties and what is and is not covered.</p> <p>Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.</p> <p>The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED of the COMMERCIAL GENERAL LIABILITY INSURANCE FORM (CG 00 01).</p> <p>Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01).</p>	<p>ISO adds Delivery E&amp;O.</p> <p>LD2 reiterates definitions and does not extend "who is an insured."</p>

## Florists Errors and Omissions Coverage Comparison

L-D2 06-07 (Includes ISO Language from MS FL 01 09 04)	L-D2 09-97	Comments/Differences
<b>1. Insuring Agreement</b>	<b>a. Insuring Agreement</b>	
<p>a. We will pay those sums that the insured be-comes legally obligated to pay as damages because of <u>a failure to deliver or a misdeliv-ery</u> of items you hold for sale by any of your "employees" or by a concessionaire trading under your name in the conduct of your business as a retail florist. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for florists errors and omissions to which the insurance does not apply. We may, at our discretion, investigate the circumstance of any misdelivery or failure to deliver and settle any claim or "suit" that may result. But:</p> <p>(1) Regardless of the number of continuous, repeated or related events involved all claims and "suit(s)" connected with the same cause will be considered one loss.</p> <p>(2) The Limit of Insurance shown on the Declarations shall apply regardless of the following:                      (a) The number of persons or organizations insured under this policy.                      (b) The number or persons or organizations who have sustained injury or damage.                      (c) The number of claims made or "suit(s)" brought because of injury or damage.</p> <p>(3) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable limit of insurance; and</p> <p>(4) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Errors And Omissions coverage.</p> <p>b. This insurance applies only to errors in deliv-eries that take place or omissions of such de-liveries that should have taken place in the "coverage territory" and during the policy pe-riod.</p>	<p>(1) We agree to pay up to the Coverage D2 <u>Limit of Insurance shown on the Policy Declarations Page</u> for sums which you become legally obligated to pay as damages because of injury arising out of <u>error, mistake or misdelivery</u> committed by an "insured" in rendering or failing to render services for others in the conduct of your business as a retail florist. <u>The loss must also pertain to your business operations</u> and must take place during the policy period within the "coverage territory".</p> <p>(2) We will have the right and the duty to defend any allegations or "suit(s)" seeking those damages. We may at our discretion investigate the error, mistake, misdelivery or omission committed and settle any claim or "suit(s)" that may result. Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgements or settlements under this coverage.</p> <p>No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under d. Supplementary Payments.</p>	<p>ISO: limits and deductible on coverage form.                      LD2: limits on dec; no deductible mentioned in form.</p> <p>ISO: "Failure to deliver or a misdelivery."                      LD2: "error, mistake or misdelivery;" "loss must also pertain to you business operations..."</p>

### Florists Errors and Omissions Coverage Comparison

L-D2 06-07 (Includes ISO Language from MS FL 01 09 04)	L-D2 09-97	Comments/Differences
	<p><b>b. Limits of Insurance</b></p> <p>(1) Regardless of the number of continuous, repeated or related events involved all claims and "suit(s)" connected with the same cause will be considered one loss.</p> <p>(2) The Limit of Insurance shown on the Policy Declarations Page shall apply regardless of the following:</p> <p>(a) The number of persons or organizations insured under this policy;</p> <p>(b) The number or persons or organizations who have sustained injury or damage.</p> <p>(c) The number of claims made or "suit(s)" brought because of injury or damage.</p> <p>(3) The Each Occurrence limit is the most we will pay because of injury arising out of any one "occurrence";</p> <p>(4) The Aggregate Limit is the most we will pay for the sum of all damages covered within the policy period.</p>	<p>ISO: limit applies separately to each premises described in the declarations (from Insuring Agreement).</p>
<b>2. Exclusions</b>	<b>c. Amended Exclusion</b>	
<p>This insurance does not apply to:</p> <p>a. Intentional error or intentional misdelivery or failure to deliver.</p> <p>b. "Bodily injury", "property damage" or "personal and advertising injury".</p> <p>c. Discrimination based on a customer's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.</p>	<p>Exclusion r. Professional Liability of 2. Exclusions. of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY of the COMMERCIAL GENERAL LIABILITY INSURANCE FORM (CG 00 01) is amended as follows:</p> <p>r. Professional Liability</p> <p>"Bodily injury", "property damage", "personal injury", or "advertising injury" due to the rendering or failure to render any of the following professional services:</p> <p>(1) Accounting; (2) Advertising; (3) Alcohol and Drug Abuse Counseling; (4) Architectural; (5) Audiology; (6) Cosmetic; (7) Dental; (8) Dietetic; (9) Drafting; (10) Ear or Body Piercing; (11) Educational; (12) Engineering; (13) Floral Design Schools; (14) Informational; (15) Investment Advisory; (16) Legal; (17) Managerial or Marketing Consulting; (18) Marriage and Family Counseling; (19) Medical; (20) Medical Diagnostic, Research or Testing; (21) Mental or Social Counseling; (22) Optical; (23) Pharmacological; (24) Photographic; (25) Public Relations; (26) Surveying; (27) Tattooing</p>	<p>ISO: excludes intentional acts, discrimination.</p> <p>LD2: silent on intentional acts, discrimination.</p> <p>ISO: excludes BI, PD, PAI.</p> <p>LD2: excludes BI, PD, PAI due to rendering of professional services.</p>

### Florists Errors and Omissions Coverage Comparison

L-D2 06-07 (Includes ISO Language from MS FL 01 09 04)	L-D2 09-97	Comments/Differences
<b>3. Supplementary Payments</b>	<b>d. Supplementary Payments</b>	
<p>The Supplementary Payments provisions applicable to the Bodily Injury And Property Damage Liability and Personal And Advertising Injury Liability coverages also apply to this Delivery Errors And Omissions coverage.</p>	<p>We will pay with respect to any claim or "suit(s)":</p> <p>(1) Our costs to defend any claim or "suit(s)" seeking those damages.</p> <p>(2) Premiums for appeal bonds or to release property that is being used to secure a legal obligation, even if they exceed the policy limits. But we are not required to apply for or furnish bonds.</p> <p>(3) Reasonable expenses which you incur at our request to assist in the investigation or defense of a claim or "suit(s)". This includes actual earnings of up to \$100 per day you lose after we ask you to help us.</p> <p>(4) All costs taxed against the "insured" in the "suit".</p> <p>(5) Prejudgment interest awarded against the "insured" on that part of the judgement we pay. If we make an offer to pay the applicable Limit of Liability, we will not pay any prejudgment interest based on that period of time after the offer.</p> <p>(6) All interest on the full amount of any judgement that accrues after entry of the judgement and before we have paid, offered to pay, or deposited in court the part of the judgement that is within the applicable Limit of Insurance.</p>	<p>ISO: same as CGL LD2: differences in bonds and earnings (below). Paragraph 2 not included</p> <p>CGL = \$250</p> <p>CGL = \$250/day</p> <p>same as CGL</p> <p>same as CGL</p> <p>same as CGL</p>

### Florists Errors and Omissions Coverage Comparison

L-D2 06-07 (Includes ISO Language from MS FL 01 09 04)	L-D2 09-97	Comments/Differences
<b>B. Section II — Who Is An Insured is amended to include as an insured:</b>		
<p>1. Any person or organization with respect to their liability arising out of:</p> <p>a. Their financial control of you; or</p> <p>b. Premises they own, maintain or control while you lease or occupy these premises.</p> <p>Such person or organization is not an insured with respect to structural alterations, new construction and demolition operations performed by or for that person or organization.</p> <p>2. Any other person who is a manager or lessor of premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and described in the Declarations.</p> <p>Such person or organization is not an insured with respect to:</p> <p>a. Any "occurrence" which takes place after you cease to be a tenant in that premises.</p> <p>b. Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.</p>		<p>ISO: extends who is an insured.</p>

### Florists Errors and Omissions Coverage Comparison

L-D2 06-07 (Includes ISO Language from MS FL 01 09 04)	L-D2 09-97	Comments/Differences
Duties		
<p>C. The following condition replaces the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under Section IV Commercial General Liability Conditions for the Delivery Errors And Omissions coverage only:</p> <p style="padding-left: 20px;">Duties In The Event Of A Delivery Error Or Omission</p> <p>a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:</p> <p>(1) How, when and where the error or omission took place; and</p> <p>(2) The names and addresses of the affected customer(s).</p> <p>b. If a claim is made or "suit" is brought against any insured, you must:</p> <p>(1) Immediately record the specifics of the claim or "suit" and the date received; and</p> <p>(2) Notify us as soon as practicable.</p> <p>You must see to it that we receive written notice of the claim or "suit" as soon as practicable.</p> <p>c. You and any other involved insured must:</p> <p>(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";</p> <p>(2) Authorize us to obtain records and other in-formation;</p> <p>(3) Cooperate with us in our investigation or set-tlement of the claim or defense against the "suit"; and</p> <p>(4) Assist us, upon our request, in the enforce-ment of any right against any person or or-ganization which may be liable to the insured because of error or omission to which this in-surance may apply.</p> <p>d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.</p>		<p>ISO: extends duties</p>

**Exhibit IV**  
**L-LMPOL 06-07 Pollution Exclusion Exception for Farm Chemicals**

Form L-LMPOL 08-98 Limited Pollution Coverage Extension has been revised as follows:

- A. Renamed from "Limited Pollution Coverage Extension" to "Pollution Exclusion Exception for Farm Chemicals".
- B. Adopted ISO's CG 00 01 12 04 Commercial General Liability Coverage Form pollution exclusion exceptions as follows:

**SECTION I – COVERAGES**

**COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**2. Exclusions**

**f. Pollution (1) (a):**

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

**f. Pollution (1) (d):**

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

**f. Pollution (2):**

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

- C. Added a definition of "Farm Chemicals" to clarify and consolidate coverage intent from the 08-98 edition of the L-LMPOL. Definition follows:  
"Farm Chemicals" means pesticides, herbicides, insecticides, poisons, fertilizers, plant nutrients, and similar chemical compounds approved by any Federal, State or Local government and fit for the original uses for which they were intended. These uses are limited to increasing the yield of farm products or crops; to killing, repelling or controlling pests, rodents or insects; or to killing or controlling weeds.
- D. The Pollution Exclusion Exception for Farm Chemicals will be applicable for newly acquired insured locations under certain circumstances.
- E. New formatting merges the newly added ISO pollution exclusion exceptions with coverage features retained from the 08-98 edition of the L-LMPOL.
- F. New formatting includes Arial font and the use of columns.