

SERFF Tracking Number: ACEH-125627622 State: Arkansas  
Filing Company: Indemnity Insurance Company of North America State Tracking Number: EFT \$50  
Company Tracking Number: 08-CML-2007546  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: 08-CML-2007546  
Project Name/Number: ADVANTAGE CONVERSION FILING - PACKAGE/08-CML-2007546

## Filing at a Glance

Company: Indemnity Insurance Company of North America

Product Name: 08-CML-2007546 SERFF Tr Num: ACEH-125627622 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-CML-2007546 State Status: Fees verified and received

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

Authors: Connie McFarlane, Karen Schwabe, Renice Cox Disposition Date: 05/05/2008

Date Submitted: 04/29/2008 Disposition Status: Approved

Effective Date Requested (New): 03/01/2009 Effective Date (New): 03/01/2009

Effective Date Requested (Renewal): 03/01/2009 Effective Date (Renewal): 03/01/2009

State Filing Description:

## General Information

Project Name: ADVANTAGE CONVERSION FILING - PACKAGE

Project Number: 08-CML-2007546

Reference Organization:

Reference Title:

Filing Status Changed: 05/05/2008

State Status Changed: 05/05/2008

Corresponding Filing Tracking Number:

Filing Description:

Introduce 3 independent extensions of coverage package forms & associated rules and several ACE exceptions to ISO Division Nine- Commercial Package Rules.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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## Company and Contact

### Filing Contact Information

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 Philadelphia, PA 19106 (215) 640-4986[FAX]

### Filing Company Information

Indemnity Insurance Company of North America CoCode: 43575 State of Domicile: Pennsylvania  
 PO Box 1000 Group Code: 626 Company Type:  
 436 Walnut Street  
 Philadelphia, PA 19106 Group Name: State ID Number:  
 (215) 640-5123 ext. [Phone] FEIN Number: 06-1016108  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Indemnity Insurance Company of North America	\$50.00	04/29/2008	19974609

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/05/2008	05/05/2008

*SERFF Tracking Number:* ACEH-125627622 *State:* Arkansas  
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## **Disposition**

Disposition Date: 05/05/2008

Effective Date (New): 03/01/2009

Effective Date (Renewal): 03/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	FILE MEMO	Approved	Yes
<b>Form</b>	Child Care Special Extensions	Approved	Yes
<b>Form</b>	Schools & Colleges Special Extensions	Approved	Yes
<b>Form</b>	Wholesalers Special Extensions	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Child Care Special Extensions	FA-23067	(08/06)	Endorsement/Amendment/Conditions		0.00	Child Care Special Extensions, FA-23067 (All states ex. AK, NY & LA).pdf
Approved	Schools & Colleges Special Extensions	FA-23073	(08/06)	Endorsement/Amendment/Conditions		0.00	Schools & Colleges Special Extensions, FA-23073 (All states ex. AK, NY & LA).pdf
Approved	Wholesalers Special Extensions	FA-23080	(08/06)	Endorsement/Amendment/Conditions		0.00	Wholesalers Special Extensions, FA-23080 (All states ex. AK, NY & LA).pdf

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

## **CHILD CARE SPECIAL EXTENSIONS OF COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART - BUILDING AND PERSONAL PROPERTY COVERAGE FORM**  
**COMMERCIAL PROPERTY COVERAGE PART - BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**  
**COMMERCIAL PROPERTY COVERAGE PART - BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**  
**COMMERCIAL PROPERTY COVERAGE PART - EXTRA EXPENSE COVERAGE FORM**  
**COMMERCIAL PROPERTY COVERAGE PART - CAUSES OF LOSS - SPECIAL FORM**  
**COMMERCIAL CRIME COVERAGE PART - COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)**  
**COMMERCIAL INLAND MARINE COVERAGE PART - ACCOUNTS RECEIVABLE COVERAGE FORM**  
**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The provisions of the Building And Personal Property Coverage, Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Extra Expense Coverage Form, Commercial Crime Coverage Form (Loss Sustained Form), Accounts Receivable Coverage Form and Commercial General Liability Coverage Form apply except as otherwise provided in this endorsement. This endorsement applies only if the Coverage Forms named above are included in this policy.

**A. Changes To The Building and Personal Property Coverage Form**

**1. Additional Coverages**

The following **Additional Coverages** are added:

Except with respect to **Additional Coverages i. Ordinance or Law**, the limit applicable to each **Additional Coverage** is additional insurance and is the most we will pay for loss or damage to such property, unless a higher Limit of Insurance is shown in the Declarations.

**g. Fire Extinguisher Systems Expense**

We will pay the cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged to suppress a fire or other covered cause of loss but only if the discharge occurs on or within 100 feet of the described premises.

No coverage will apply under this Additional Coverage if the fire extinguishing system is discharged during installation, testing, repair or recharging.

The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

No deductible applies to this Additional Coverage.

**h. Reward Reimbursement**

We will reimburse you for rewards paid as follows:

1. Up to \$5,000 to any person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However, we will pay no more than 10% of the lesser of the following amounts:
  - a) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or
  - b) The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Conditions.
2. Up to \$5,000 to an eligible person for the return of stolen Covered Property, when the loss is caused by theft. However, we will pay no more than 10% of the lesser of the following amounts:

- a) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or
- b) The amount determined by the loss settlement procedure applicable to the Covered Property under the Loss Payment Condition.

This Additional Coverage applies subject to the following conditions:

1. The eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:
  - a) You or any family member;
  - b) Your employee or any of his or her family members;
  - c) An employee of a law enforcement agency;
  - d) An employee of a business engaged in property protection;
  - e) Any person who had custody of the Covered Property at the time the theft was committed; or
  - f) Any person involved in the crime.
2. No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.
3. **The lesser of the amount of the reward or \$5,000 is the most we will reimburse for any loss under this Additional Coverage in one occurrence.**

**i. Ordinance or Law**

In the event of direct physical damage by a Covered Cause of Loss to a building that is Covered Property, we will pay:

- a. For the loss in value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:
  - (1) Requires the demolition of undamaged parts of the same building not damaged by a Covered Cause of Loss;
  - (2) Regulates the construction or repair of buildings, or establishes zoning or

land use requirements at the described premises; and

**(3) Is in force at the time of loss.**

Payment for the undamaged portion of the building will be on the same valuation basis applicable to the damaged portion of the building.

- b. The cost to demolish and clear the site of undamaged parts of the building caused by enforcement of building, zoning or land use ordinance or law.
- c. The increased cost to repair or reconstruct damaged portions of that building and/or reconstruct or remodel undamaged portions of that building, whether or not demolition is required, when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

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

**d. The following loss payment provisions apply:**

- (1) For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
- (2) With respect to the Increased Cost of Construction:
  - (a) We will not pay for the increased cost of construction:
    - (i) Until the property is actually repaired or replaced, at the same or another premises; and
    - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, but not to exceed 2 years. We may extend this period in writing during the 2 years.

(iii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

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

e. The Coinsurance Condition in **Section F. Additional Conditions** does not apply to Demolition or Increased Costs of Construction coverage.

f. We will not pay under this Extension for:

- (1) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (2) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants," "fungus", wet or dry rot or bacteria.

g. We will not pay for loss due to any ordinance or law that:

- (1) You were required to comply with before the loss, even if the Building was undamaged; and
- (2) You failed to comply with.

h. The coverage provided by this Additional Coverage will not increase the Limits of Insurance provided in this Coverage Form.

### 3. Coverage Extensions

The following changes apply:

a. **Newly Acquired Or Constructed Property**

#### (1) Buildings

The last sentence is replaced with the following:

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

#### (2) Your Business Personal Property

The last sentence in sub-paragraph (2) (a) is replaced with the following:

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

#### (3) Period Of Coverage

The number of days in sub-paragraph (b) is amended to read 180 days in lieu of 30 days.

b. **Personal Effects and Property of Others**

The last paragraph is replaced with the following:

The most we will pay for loss or damage under this Extension is \$15,000 at each described premises but we will not pay more than \$5,000 for any one person. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. **Valuable Papers And Records (Other Than Electronic Data)**

The first sentence in paragraph (4) is replaced with the following:

Under this Extension, the most we will pay to replace or restore the lost information is \$10,000 at each described premises, unless a higher limit is shown in the Declarations.

e. **Outdoor Property**

Extension e. Outdoor Property is replaced with the following:

You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises:

1. Outdoor fences, radio and television antennas (including satellite dishes). The most we will pay for loss or damage under this Extension is \$1,000 in any one occurrence.

2. Trees, shrubs and plants (other than "stock" of trees, shrubs or plants). The most we will pay for loss or damage, including debris removal expense, under this Extension is \$20,000 in any one occurrence, but not more than \$250 for any one tree, shrub or plant.

The loss or damage must be caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

1. Fire;
2. Lightning;
3. Explosion;
4. Riot or civil commotion; or
5. Aircraft.

#### 4. Additional Coverage Extensions

The following Extensions are added:

##### g. Outdoor Signs

You may extend the insurance provided by this Coverage Form to apply to outdoor signs:

1. Owned by you; or
2. Owned by others but in your care, custody or control.

Outdoor Sign Coverage is subject to all applicable provisions of the Causes of Loss Form on the policy. In addition, for signs (other than signs attached to buildings), we will not pay for loss or damage caused by or resulting from any of the following:

1. Dampness or dryness of atmosphere;
2. Changes in or extremes of temperature;
3. Marring or scratching;
4. Rain, snow, ice or sleet.

The most we will pay for loss or damage in any one occurrence is \$10,000 at each described premises. The provisions of this extension supersede all other outdoor signs coverage references in the Building And Personal Property Coverage Form.

##### h. Back-up of Sewers and Drains

You may extend the insurance provided by this Coverage Form to apply to loss or damage to Covered Property caused by or resulting from:

- (1) Water or water-borne material that backs up or overflows from a sewer, drain or sump; or
- (2) Water or water-borne material, under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

The most we will pay for loss or damage under this Extension in any one occurrence is \$10,000.

##### i. Computer Equipment

You may extend insurance that applies to Your Business Personal Property or Personal Property of Others to apply to electronic data processing office equipment, including component parts of such equipment. Coverage under this extension does not apply to electronic data.

The most we will pay for loss or damage to covered property is \$25,000 at each described premises.

The provisions in **Optional Coverages G. 3. Replacement Cost** and **4. Extension Of Replacement Cost To Personal Property Of Others** apply to property covered in this extension.

A \$500 deductible applies to this Extension.

#### 5. Optional Coverages

The following changes apply to Paragraph 2. **Inflation Guard** in **Section G. Optional Coverages**:

- a. This coverage will automatically apply separately to each item of Covered Property shown in the Declarations.
- b. Sub-paragraph a. is replaced with the following:

The Limit of Insurance for property to which this coverage applies will automatically increase by 4 percent annually.
- c. Sub-paragraph b. (2) is replaced in its entirety with "4 percent annually, times."

#### 6. Changes to E. Loss Conditions

The following Condition is added to Section 4. Loss Payment:

- h. We will pay up to \$1,000 in any one occurrence for reasonable expenses you incur in preparing loss data required by policy conditions after a covered property loss. This includes the cost of taking inventory, getting appraisals, and preparing other data in order to determine the extent of your covered loss.

#### B. Changes to the Business Income (And Extra Expense) Coverage Form Or Business Income (Without Extra Expense) Coverage Form

If either the Business Income (And Extra Expense) Coverage Form or the Business Income (Without Extra Expense) Coverage Form is a part of this policy at the time of loss, the time period for Additional Coverage – Extended Business Income is increased from 30 consecutive days to 120 consecutive days.

### C. Extra Expense

Coverage is provided for Extra Expense as described in the Extra Expense Coverage Form or the Business Income (And Extra Expense) Coverage Form, whichever applies. The most we will pay in any one occurrence at each described premises is \$10,000, unless a higher Limit of Insurance is shown in the Declarations.

### D. Money and Securities

Coverage is provided under the following Insuring Agreements in the Commercial Crime Coverage Form (Loss Sustained Form):

#### **Insuring Agreement 3. Inside The Premises –**

##### **Theft Of Money And Securities**

**Limit of Insurance** \$ 5,000

#### **Insuring Agreement 5. Outside The Premises**

**Limit of Insurance** \$ 5,000

**The Limit of Insurance** is the most we will for loss in any one "occurrence" at each described premises, unless a higher Limit of Insurance is shown in the Declarations.

A special deductible of \$500 applies unless a higher deductible is shown in the Declarations.

### E. Accounts Receivable Coverage Form

The **Accounts Receivable Coverage Form** is added to the policy. The most we will pay for loss or damage in any one occurrence at each described premises is \$25,000, unless a higher **Limit of Insurance** is shown in the Declarations.

Paragraph **3.b Coinsurance** in **D. Additional Conditions** does not apply.

### F. Changes To The Commercial General Liability Coverage Form

The following modifies insurance provided under the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

**1. SECTION II - WHO IS AN INSURED** is amended to include as an insured any of the following but only with respect to their duties in connection with the positions described below:

- a. Any of your trustees or members of your Board of Directors if you are a private charitable or educational institution.

- b. Any of your board members or commissioners if you are a public board or commission.
- c. Any student teachers teaching as a part of their educational requirements.

**2. The following exclusion is added to **COVERAGE A** and **COVERAGE B** in **Section I**:**

#### **Professional Liability**

If you own or operate an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" caused by:

- a. The rendering or failure to render:
  - (1) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
  - (2) Any health or therapeutic service, treatment, advice or instruction; or
  - (3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. The handling or treatment of dead bodies, including autopsies, organ donation, or other procedures.

**3. Exclusion 2.g. in **COVERAGE A**** is replaced by the following with respect to the transportation of students:

This insurance does not apply to "bodily injury" or "property damage" that arises out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft which is owned, operated, hired by, rented or loaned to any insured. For the purpose of this exclusion the word hired includes any contract to furnish transportation of children to and from child care centers.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

#### 4. **TEACHERS LIABILITY**

**Insuring Agreements 1.** in **COVERAGE A**, **COVERAGE B** and **COVERAGE C** in **SECTION I Coverages** include those sums that the insured becomes legally obligated to pay as damages because of "bodily injury," "property damage" and "personal and advertising injury" caused by something a teacher does or does not do while performing his or her teaching duties as a member of your teaching staff.

All other terms and conditions of the policy apply to this extension.

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This Endorsement modifies insurance provided under the following:**

**SCHOOLS/COLLEGES  
SPECIAL EXTENSIONS OF COVERAGE**

This endorsement modifies insurance provided under the following:

- COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM**
- COMMERCIAL PROPERTY COVERAGE PART – BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**
- COMMERCIAL PROPERTY COVERAGE PART – BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**
- COMMERCIAL PROPERTY COVERAGE PART – EXTRA EXPENSE COVERAGE FORM**
- COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM**
- COMMERCIAL CRIME COVERAGE PART – COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)**
- COMMERCIAL INLAND MARINE COVERAGE PART – ACCOUNTS RECEIVABLE COVERAGE FORM**
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The provisions of the Building And Personal Property Coverage Form, Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Extra Expense Coverage Form, Commercial Crime Coverage Form (Loss Sustained Form), Accounts Receivable Coverage Form and Commercial General Liability Coverage Form apply except as otherwise provided in this endorsement. This endorsement applies only if the Coverage Forms named above are included in this policy.

**A. Changes To The Building and Personal Property Coverage Form**

**1. Additional Coverages**

The following **Additional Coverage** is added:

**g. Ordinance or Law**

In the event of direct physical damage by a Covered Cause of Loss to a building that is Covered Property, we will pay:

- a.** For the loss in value of the undamaged portion of the building as a consequence of enforcement of any ordinance or law that:
  - (1)** Requires the demolition of undamaged parts of the same building not damaged by a Covered Cause of Loss;
  - (2)** Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
  - (3)** Is in force at the time of the loss.

Payment for the undamaged portion of the building will be on the same valuation basis applicable to the damaged portion of the building.

- b. The cost to demolish and clear the site of undamaged parts of the building caused by enforcement of building, zoning or land use ordinance or law.
- c. The increased cost to repair or reconstruct damaged portions of that building and/or reconstruct or remodel undamaged portions of that Building, whether or not demolition is required when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
  - (2) We will not pay for any increased cost of construction if the building is not repaired, reconstructed or remodeled.
- d. The following loss payment provisions apply:
    - (1) For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
    - (2) With respect to the Increased Cost of Construction:
      - (a) We will not pay for the increased cost of construction:
        - (i) Until the property is actually repaired or replaced, at the same or another premises; and
        - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, but not to exceed 2 years. We may extend this period in writing during the 2 years.
        - (iii) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
        - (iv) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
  - e. The Coinsurance Condition in **Section F. Additional Conditions** does not apply to Demolition or Increased Costs of Construction coverage.
  - f. We will not pay under this Extension for:
    - (1) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
    - (2) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants," "fungus", wet or dry rot or bacteria.
  - g. We will not pay for loss due to any ordinance or law that:
    - (1) You were required to comply with before the loss, even if the building was undamaged; and
    - (2) You failed to comply with.
  - h. The coverage provided by this Additional Coverage will not increase the Limits of Insurance provided in this Coverage Form.

## 2. Coverage Extensions

The following changes apply:

### a. Newly Acquired Or Constructed Property

**(1) Buildings**

The last sentence is replaced with the following:

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

**(2) Your Business Personal Property**

The last sentence in sub-paragraph **(2) (a)** is replaced with the following:

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

**(3) Period Of Coverage**

The number of days in sub-paragraph **(b)** is amended to read 180 days in lieu of 30 days with respect to Buildings and 90 days in lieu of 30 days with respect to Your Business Personal Property.

**b. Personal Effects and Property of Others**

The last paragraph is replaced with the following:

Unless a higher limit is shown in the Declarations, the most we will pay for loss or damage under this Extension is \$10,000 at each described premises but we will not pay more than \$1,000 for any one person. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**c. Valuable Papers And Records (Other Than Electronic Data)**

The first sentence in paragraph **(4)** is replaced with the following:

Under this Extension, the most we will pay to replace or restore the lost information is \$25,000 at each described premises, unless a higher limit is shown in the Declarations.

**d. Property Off-Premises**

Sub-paragraph **(3)** is replaced with the following:

The most we will pay for loss or damage under this Extension is \$25,000.

**e. Outdoor Property**

Extension e. Outdoor Property is replaced with the following:

You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises:

Outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of loss:

- (1)** Fire;
- (2)** Lightning;
- (3)** Explosion;
- (4)** Riot or Civil Commotion; or
- (5)** Aircraft.

The most we will pay for loss or damage to under this Extension is \$1,000 but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

**3. Additional Coverage Extensions**

The following Extensions are added:

**g. Outdoor Signs**

You may extend the insurance provided by this Coverage Form to apply to outdoor signs;

- (1)** Owned by you; or
- (2)** Owned by others but in your care, custody or control.

Outdoor Sign Coverage is subject to all applicable provisions of the Causes of Loss Form on the policy. In addition, for signs (other than signs attached to buildings), we will not pay for loss or damage caused by or resulting from any of the following:

1. Dampness or dryness of atmosphere;
2. Changes in or extremes of temperature;
3. Marring or scratching;
4. Rain, snow ice or sleet.

The most we will pay for loss or damage in any one occurrence is \$5,000 at each described premises. The provisions of this extension supersede all other outdoor signs coverage references in the Building or Personal Property Coverage Form.

#### **h. Back-up of Sewers and Drains**

You may extend the insurance provided by this Coverage Form to apply to loss or damage to Covered Property caused by or resulting from:

1. Water or water-borne material that backs up or overflows from a sewer, drain or sump; or
2. Water or water-borne material, under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

The most we will pay for loss or damage under this Extension in any one occurrence is \$10,000.

#### **i. Fine Arts Coverage**

You may extend the insurance that applies to Your Business Personal Property or Personal Property of Others to apply to Fine Arts.

1. Fine arts include antiques, paintings, etchings, drawings, tapestries, sculptures and fragile property such as porcelain, china and marble.
2. The most we will pay for loss in any one occurrence under this coverage extension is \$25,000 at each described premises.
3. Fine Arts Coverage is subject to all applicable provisions of the Causes of Loss Form on the policy. In addition, we will not pay for loss or damage caused by or resulting from any repairing, restoration or retouching of the Covered Property
4. The following condition is added to **Loss Conditions 7. Valuation**:
  - f. The value of fine arts will be the least of the following amounts:
    1. The actual cash value of that property;
    2. The cost of reasonably restoring that property to its condition immediately before the loss; or
    3. The cost of replacing that property with substantially identical property.

In the event of loss, the value of property will be determined as of the time of loss.

#### **j. Computer Equipment**

You may extend the insurance that applies to Your Business Personal Property or Personal Property Of Others to apply to electronic data processing office equipment, including component parts of such equipment. Coverage under this extension does not apply to electronic data.

The most we will pay for loss or damage to covered property is \$25,000 at each described premises.

The provisions in **Optional Coverages G. 3. Replacement Cost** and **4. Extension of Replacement Cost To Personal Property Of Others** apply to property covered in this extension.

**k. Laboratory Animals**

You may extend the insurance that applies to Your Business Personal Property to apply to laboratory animals used for experimental study in a science, testing and analysis, or for observation in a field of academic study. Laboratory animals are covered under this extension only if they are owned by you, or if you are legally responsible for them in the event of their death or destruction.

This extension of coverage insures laboratory animals against death or destruction, or death or destruction made necessary, by the following Causes of Loss:

- (1) Fire, lightning, explosion, windstorm or hail, or riot or civil commotion.
- (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
- (3) Earth Movement, if applicable.
- (4) Flood, if applicable.

The most we will pay for loss or damage under this extension is \$5,000, but not more than \$500 for any one animal.

**l. Miscellaneous School Property**

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Musical instruments;
- (2) Band uniforms and equipment;
- (3) Theatrical property, including scenery and costumes;
- (4) Athletic equipment;
- (5) Cameras and audio visual equipment;
- (6) Contractors equipment and mobile equipment; and
- (7) Office equipment;

While at:

- (1) The premises described in the Declarations; or
- (2) School sponsored events away from described premises for a period of not more than 30 consecutive days.

The most we will pay under this Extension is \$25,000.

A \$500 deductible applies to this Extension.

**2. Changes to E. Loss Conditions**

The following is added to **7. Valuation**:

- f. Books and periodicals in the library will be valued at the book value, less trade discounts and depreciation (if applicable), and will include the cost of freight, the cost of labor required to make up purchase orders and index cards and any other expenses associated with placing books and periodicals on the shelves not to exceed \$10,000.

**B. Changes to Causes of Loss – Special Form**

The following change applies:

- 1. Sub-paragraph c. of Paragraph **1. Property In Transit** of **Section F. Additional Coverage Extensions** is replaced with the following:

The most we will pay for loss or damage under this Extension is \$25,000.

**C. Extra Expense**

Coverage is provided for Extra Expense as described in the **Extra Expense Coverage Form** or the **Business Income (And Extra Expense) Coverage Form**, whichever applies. The most we will pay in any one occurrence at each described premises is \$50,000, unless a higher Limit of Insurance is shown in the Declarations.

**D. Money and Securities**

Coverage is provided under the following Insuring Agreements in the **Commercial Crime Coverage Form (Loss Sustained Form)**:

<u>Insuring Agreement</u>	<u>Limit of Insurance</u>
<b>3. Inside The Premises – Theft Of Money And Securities</b>	\$ 10,000
<b>5. Outside The Premises</b>	\$ 10,000

The **Limit of Insurance** is the most we will for loss in any one “occurrence” at each described premises, unless a higher Limit of Insurance is shown in the Declarations. A special **deductible** of \$500 applies unless a higher deductible is shown in the Declarations.

**E. Accounts Receivable**

The **Accounts Receivable Coverage Form** is added to the policy. The most we will pay for loss or damage in any one occurrence at each described premises is \$10,000, unless a higher **Limit of Insurance** is shown in the Declarations. Paragraph **3.b.Coinsurance** in **D. Additional Conditions** does not apply.

**F. Changes to the Business Income (And Extra Expense Coverage Form Or Business Income (Without Extra Expense) Coverage Form**

If either the Business Income (And Extra Expense) Coverage Form or the Business Income (Without Extra Expense) Coverage Form is a part of this policy at the time of loss, the following changes apply:

**1. Additional Coverages**

**c. Extended Business Income is deleted and replaced with the following:**

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you sustain during the school term following the date the property is actually repaired, rebuilt or replaced, if that date is 60 days or less before the scheduled opening of the next school term.

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

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

**f. Business Income From Dependent Properties**

We will pay for the actual loss of Business Income you sustain due to direct physical loss or damage at the premises of a “dependent property” resulting from a Covered Cause of Loss.

The most we will pay under this Extension is \$100,000.

**2. Coverage Extensions**

**Business Income From Research Contracts**

The definition of “operations” includes the business activities, occurring at the described premises which generate fees from research contracts. The most we will pay under this extension is \$50,000 unless a higher limit is shown in the Declarations.

**G. Definitions**

1. “Dependent Property” means property operated by others whom you depend on to:

- a. Deliver materials or services to you, or to others for your account (Contributing Locations). But any property which delivers any of the following services is not a Contributing Location with respect to such services:
  - (1) Water supply services;
  - (2) Power supply services; or
  - (3) Communication supply services, including services relating to internet access or access to any electronic network; or
- b. Accept your products or services (Recipient Locations).

#### H. Changes To The Commercial General Liability Coverage Form

The following modifies insurance provided under the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

With respect to the operation of any college or school by you or on your behalf:

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured any of the following but only with respect to their duties in connection with the positions described below:
  - a. Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution;
  - b. Any of your board members or commissioners if you are a public board or commission;
  - c. Any student teachers teaching as part of their educational requirements; or
  - d. Any State Public Building Authority or Joint School Authority, but only with respect to their liability arising out of:
    - 1) Their financial control of you; or
    - 2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance coverage does not apply to structural alteration, new construction and demolition operations performed by or for that person or organization.

2. The following exclusion is added to **COVERAGE C (Section I)**:

We will not pay expenses for "bodily injury" to any student. But this exclusion does not apply to reasonable expenses for first aid at the time of an accident.

3. The following exclusion is added to **COVERAGES A and B (Section I)**:

If the college or school owns or operates an infirmary with facilities for lodging and treatment or a public clinic or hospital, this insurance does not apply to "bodily injury," "property damage" or "personal or advertising injury" caused by:

- a. The rendering or failure to render:
    - 1) Medical, surgical, dental, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
    - 2) Any health or therapeutic service, treatment, advice or instruction; or
    - 3) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
  - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
  - c. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.
4. With respect to the transportation of students, Exclusion **2.g.** of **COVERAGE A (Section I)** is replaced by the following:

This insurance does not apply to "bodily injury" or "property damage" that arises out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft which is owned, operated or hired by any insured. For the purpose of this exclusion the word "hired" includes any contract to furnish transportation of pupils to and from schools.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

## 5. Teachers Liability

**Insuring Agreements 1. in COVERAGE A, COVERAGE B and COVERAGE C in SECTION I – COVERAGES** include those sums that the insured becomes legally obligated to pay as damages because of "bodily injury," "property damage" and "personal and advertising injury" caused by something a teacher does or does not do while performing his or her teaching duties as a member of your teaching staff.

All other terms and conditions of the policy apply to this extension.

## 6. The following exclusions are added to **Exclusions – Coverage A (Section I)** and **Coverage B (Section I)**:

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising from or in anyway related to a car smash, demolition derby or any similar event sponsored by, hired or permitted by you. This exclusion does not apply to "bodily injury" or "property damage" arising out of emergency service you provide in response to an emergency arising out of a car smash, demolition derby or any similar event.
- b. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising from or in any way related to Mechanically Operated Amusement Devices associated with or owned by a Carnival, Circus, or Fair sponsored by, hired or permitted by you. This exclusion does not apply to "bodily injury" or "property damage" arising out of emergency service you provide in response to an emergency arising out of Mechanically Operated Amusement Devices.
- c. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising from the storage, igniting or discharging of "fireworks" before, during or after any display, demonstration, sporting event or show. This exclusion does not apply to "bodily injury" or "property damage" arising out of emergency service you provide in response to an emergency arising out "fireworks" displays.
- d. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising from or in anyway related the ownership, maintenance or use of any trampoline or similar jumping or tumbling equipment.
- e. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising from Aerial Landings or Aerial Displays:
  - 1) That are on or about any premises, site or location which is owned, leased, rented occupied by, used by or loaned to you as a landing area for helicopters, parachutes, hot air balloons or airplanes; or
  - 2) That are sponsored, hired or permitted by you.Aerial Displays includes, but is not limited to, parachuting or aircraft stunt exhibitions.

This exclusion does not apply to "bodily injury" or "property damage" arising out of emergency service you provide in response to an emergency arising out of an Aerial Landing or Aerial Display.
- f. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising from bonfires, however, this exclusion does not apply to bonfires that:
  - 1) Have adequate crowd control provided; and

- 2) Are properly supervised, ignited and extinguished by Fire Department personnel and equipment that are at the scene of the bonfire.

This exclusion does not apply to "bodily injury" or "property damage" arising out of emergency service you provide in response to an emergency arising out of a bonfire.

7. The following is added to **Exclusion f, Pollution of Paragraph 2., Exclusions of Coverage A (Section I)**:

- (3) This exclusion does not apply to the release or escape of chemicals or materials if it occurs within or from a school building as part of the operation of a school science laboratory, however, this exception to the exclusion does not apply to "bodily injury" or "property damage" arising out of, or in any way related to, the disposal of "waste".

8. **Exclusion e, Athletic Activities of Paragraph 2., Exclusions of Coverage C (Section I)** is replaced with the following:

To a person injured while practicing, instructing or participating in "athletics", but this exclusion does not apply to reasonable expenses for first aid at the time of an accident.

9. The definition of "volunteer worker" is extended to include members of PTA's, PTO's, and booster clubs.

10. As used in this endorsement:

- a) "Athletics" means any "sports or athletic contest or exhibition".
- b) "Fireworks" means, but is not limited to, firecrackers and all aerial or ground pyrotechnic displays.
- c) "Sports or athletic contest or exhibition" is limited to the following:
  - 1) Any sporting event for which an admission is charged; or
  - 2) Any exercise, practice, sport or game which requires physical strength, agility, or stamina and is engaged in by participants who are trained or are being trained to compete in such exercises, practices, sports or games.
- d) "Waste" means:
  - 1) Any substance that is left over, no longer of use, or discarded;
  - 2) That is to be claimed, recycled or reused; or
  - 3) That has been removed, treated, stored, or disposed or as part of any clean up effort.

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

## **WHOLESALEERS SPECIAL EXTENSIONS OF COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

**COMMERCIAL PROPERTY COVERAGE PART – BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**

**COMMERCIAL PROPERTY COVERAGE PART – EXTRA EXPENSE COVERAGE FORM**

**COMMERCIAL CRIME COVERAGE PART – COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)**

**COMMERCIAL INLAND MARINE COVERAGE PART – ACCOUNTS RECEIVABLE COVERAGE FORM**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The provisions of the Building And Personal Property Coverage Form, Business Income (And Extra Expense) Coverage Form, Extra Expense Coverage Form, Commercial Crime Coverage Form (Loss Sustained Form), Accounts Receivable Coverage Form and Commercial General Liability Coverage Form apply except as otherwise provided in this endorsement. This endorsement applies only if the Coverage Forms named above are included in this policy.

### **A. Changes to the Building and Personal Property Coverage Form**

#### **1. Coverage Extensions**

The following changes apply:

#### **a. Newly Acquired Or Constructed Property**

##### **(1) Buildings**

The last sentence is replaced with the following:

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

##### **(2) Your Business Personal Property**

The last sentence in sub-paragraph **(2) (a)** is replaced with the following:

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

##### **(3) Period Of Coverage**

The number of days in sub-paragraph **(b)** is amended to read 180 days in lieu of 30 days with respect to Buildings and 90 days in lieu of 30 days with respect to Your Business Personal Property.

### **b. Personal Effects and Property of Others**

The last paragraph is replaced with the following:

The most we will pay for loss or damage under this Extension is \$15,000 at each described premises but we will not pay more than \$1,000 for any one person. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

### **c. Valuable Papers And Records (Other Than Electronic Data)**

The first sentence in paragraph **(4)** is replaced with the following:

Under this Extension, the most we will pay to replace or restore the lost information is \$10,000 at each described premises, unless a higher limit is shown in the Declarations.

### **e. Outdoor Property**

Extension e. Outdoor Property is replaced with the following:

You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises:

1. Outdoor fences, radio and television antennas (including satellite dishes). The most we will pay for loss or damage under this Extension is \$1,000 in any one occurrence.
2. Trees, shrubs and plants (other than "stock" of trees, shrubs or plants). The most we will pay for loss or damage, including debris removal expense, under this Extension is \$25,000 in any one occurrence, but not more than \$500 for any one tree, shrub or plant.

The loss or damage must be caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

1. Fire;
2. Lightning;
3. Explosion;
4. Riot or civil commotion; or
5. Aircraft.

## 2. Additional Coverage Extensions

The following Extensions are added:

### g. Outdoor Signs

You may extend the insurance provided by this Coverage Form to apply to outdoor signs:

1. Owned by you; or
2. Owned by others but in your care, custody or control.

Outdoor Sign Coverage is subject to all applicable provisions of the Causes of Loss Form on the policy. In addition, for signs (other than signs attached to buildings), we will not pay for loss or damage caused by or resulting from any of the following:

1. Dampness or dryness of atmosphere;
2. Changes in or extremes of temperature;
3. Marring or scratching;
4. Rain, snow, ice or sleet.

The most we will pay for loss or damage in any one occurrence is \$10,000 at each described premises. The provisions of this extension supersede all other outdoor signs coverage references in the Building And Personal Property Coverage Form.

### h. Back-up of Sewers and Drains

You may extend the insurance provided by this Coverage Form to apply to loss or damage to Covered Property caused by or resulting from:

1. Water or water-borne material that backs up or overflows from a sewer, drain or sump; or
2. Water or water-borne material, under the ground surface pressing on, or flowing or seeping through:
  - a) Foundations, walls, floors or paved surfaces;
  - b) Basements, whether paved or not; or
  - c) Doors, windows or other openings.

The most we will pay for loss or damage under this Extension in any one occurrence is \$10,000.

### i. Computer Equipment Coverage

You may extend insurance that applies to Your Business Personal Property or Personal Property of Others to apply to electronic data processing office equipment, including component parts of such equipment. Coverage under this extension does not apply to electronic data.

The most we will pay for loss or damage to covered property is \$10,000 at each described premises.

The provisions in **Optional Coverages G. 3. Replacement Cost** and **4. Extension Of Replacement Cost To Personal Property Of Others** apply to property covered in this extension.

## B. Extra Expense

Coverage is provided for Extra Expense as described in the Extra Expense Coverage Form or the Business Income (And Extra Expense) Coverage Form, whichever applies. The most we will pay in any one occurrence at each described premises is \$15,000, unless a higher Limit of Insurance is shown in the Declarations.

## C. Money and Securities

Coverage is provided under the following Insuring Agreements in the Commercial Crime Coverage Form (Loss Sustained Form):

**Insuring Agreement 3. Inside The Premises –  
Theft Of Money And Securities**

**Limit of Insurance \$ 5,000**

**Insuring Agreement 5. Outside The Premises**

**Limit of Insurance \$ 5,000**

The Limit of Insurance is the most we will for loss in any one “occurrence” at each described premises, unless a higher Limit of Insurance is shown in the Declarations. A special deductible of \$500 applies unless a higher deductible is shown in the Declarations.

**D. Accounts Receivable Coverage Form**

The Accounts Receivable Coverage Form is added to the policy. The most we will pay for loss or damage in any one occurrence at each described premises is \$25,000, unless a higher Limit of Insurance is shown in the Declarations. Paragraph **3.b.Coinsurance** in **D. Additional Conditions** does not apply.

**E. Changes To The Commercial General Liability Coverage Form**

The Fire Damage Limit shown in the Declarations and described in SECTION III – LIMITS OF INSURANCE in the COMMERCIAL GENERAL LIABILITY COVERAGE FORM will be the same limit as the Each Occurrence Limit for General Liability Coverage shown in the Declarations.



SERFF Tracking Number: ACEH-125627622 State: Arkansas  
Filing Company: Indemnity Insurance Company of North America State Tracking Number: EFT \$50  
Company Tracking Number: 08-CML-2007546  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: 08-CML-2007546  
Project Name/Number: ADVANTAGE CONVERSION FILING - PACKAGE/08-CML-2007546

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 05/05/2008

**Comments:**

**Attachments:**

NAIC Transmittal F -.pdf  
FORMS SCHEDULE PAGE.pdf

**Satisfied -Name:** FILE MEMO **Review Status:** Approved 05/05/2008

**Comments:**

**Attachment:**

Package Filing Memo - AR.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 border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
ACE USA	626

4. Company Name(s)	Domicile	NAIC #	FEIN #
Indemnity Ins. Co. of North America	PA	43575	06-1016108

<b>5. Company Tracking Number</b>	08-CML-2007546 F
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Renice Cox 510 Walnut Street WB04G Philadelphia, PA 19106	Regulatory Specialist	(215) 640-4876	(215) 640-4986	Renice.cox@ace-ina.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Renice Cox

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

9. Type of Insurance (TOI)	CMP Liability & Non-Liability
10. Sub-Type of Insurance (Sub-TOI)	Commercial Package
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 03/01/09      Renewal: 03/01/09

## Property & Casualty Transmittal Document---

<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16.</b>	<b>Reference Organization</b> (if applicable)	
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	
<b>18.</b>	<b>Company's Date of Filing</b>	4/29/08
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	08-CML-2007546 F
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Introduce 3 independent extensions of coverage package forms & associated rules and several ACE exceptions to ISO Division Nine-Commercial Package Rules.

<b>22.</b>	<b>Filing Fees</b> (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]
<p><b>Check #:</b> EFT  <b>Amount:</b> 50.00</p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	

**\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

### FORM FILING SCHEDULE

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

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	08-CP-2007546 F			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	08-CP-2007546 R			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Schools/Colleges Special Extensions of Coverage	FA-23073 (08/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Child Care Special Extensions of Coverage	FA-23067 (08/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Wholesalers Special Extensions of Coverage	FA-23080 (08/06)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

# FILING MEMORANDUM

Indemnity Insurance Company of North America (IINA) is currently filed to utilize the ISO Division Nine – Commercial Package rules without deviation. However, some additional changes are necessary in order to better accommodate the needs of our customers.

We are therefore introducing three new independent Extensions of Coverage endorsements, the associated form rules as well as several exceptions to the ISO Division Nine rules already on file.

## New Independent Package Forms

The following independent package forms have been developed to provide the commonly requested extensions of coverage, for both property and liability exposures, needed by certain of our customers.

- ✚ Child Care Special Extensions of Coverage, **FA-23067**, which will be a mandatory form for all Child Care Program policies. A flat charge of \$50 per policy applies to this coverage.
- ✚ Schools/Colleges Special Extensions of Coverage, **FA-23073**, which will be a mandatory form for all Schools/Colleges Program policies. A flat charge of \$275 per policy applies to this coverage.
- ✚ Wholesalers Special Extensions of Coverage, **FA-23080**, which will be a mandatory form for all Wholesalers Program policies. A flat charge of \$150 per policy applies to this coverage.

The accompanying form usage rules are included in the rate portion of this filing.

## Inland Marine Coverage

It is also our intent to adopt the ISO Inland Marine Handbook forms and associated rules and loss costs for use on a package basis with a couple of exceptions. With respect to Motor Truck Cargo, we will utilize the Handbook for all insureds other than those written for the following SIC codes, where we will utilize our independent filed forms and rates instead.

### Trucking

- 4212 Local Trucking without storage
- 4213 Trucking, except local
- 4214 Local Trucking with storage
- 4215 Courier Services, except by Air

### Warehousing

- 4221 Farm Product Warehousing and Storage
- 4222 Refrigerated Warehousing and Storage
- 4225 General Warehousing and Storage
- 4226 Special Warehousing and Storage , Not Elsewhere Classified

### Terminal

- 4231 Terminal and Joint Terminal maintenance Facilities for Motor Truck Cargo Transportation

## Postal Services

4311 United States Postal Services

In addition, we will continue to utilize our independent filed forms and rates for the following classes of business:

- ✚ Radio and Television Towers and Equipment;
- ✚ Video and Filmmakers; and
- ✚ Warehouse Operators Legal Liability

## Rules

Enclosed are the manual rules we intend to utilize in conjunction with the aforementioned Extensions of Coverage forms. Supporting data has been provided for the charges associated with those forms.

In addition, we are introducing the following ACE Exceptions to ISO Division Nine Rules:

- ✚ Independent Risk Characteristics and modification ranges as well as the overall credit/debit modification range in place of the ISO Risk Characteristics and modification ranges in Rule 3. Rating Modification of the Individual Risk Premium Modification Plan (IRPM). This exception mirrors an independent schedule rating rule, which is currently on file for some of our companies in your state. We intend to adopt the remainder of the IRPM plan without deviation.
- ✚ A rule instructing manual holders to utilize the ISO Inland Marine Handbook rules and loss costs for the unfiled classes of business as described above in lieu of the independent Inland Marine rates and rules we have on file for our mono-line business.
- ✚ A Loss Adjustment Factor rule that includes factors that will vary by coverage and industry group.

## Loss Adjustment Factor (LAF)

The LAF factor was calculated to achieve overall revenue neutrality by coverage for each industry group with the rate levels in our other ACE companies.

The attached actuarial exhibits have been provided in support of this change:

### **Rate Effect Exhibit**

- Estimated annual premium
- Proposed LAF's
- Current and Proposed LCM's

### **Rate Level Indication Package**

- Property experience review
- GL experience review

### **Profit Provision Support**

- Property IEE data and Profit Provision calculations
- GL IEE data and Profit Provision calculations

LAF Definitions

The SIC codes associated with each LAF are as follows:

 **Camps**

Camps and Recreational Vehicle Parks

7032 Sporting and Recreational Camps

 **Child Care**

Child day care services

8351 Child day care services

 **Welding Distributors**

Chemicals and Allied Products

5169 Chemicals and allied products, nec