

SERFF Tracking Number: CLBA-125630656 State: Arkansas
 Filing Company: Columbia Mutual Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: CMI-CTP-08-F01
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
 Liability
 Product Name: Contractors Businessowners
 Project Name/Number: CB-500 Contractors Businessowners Premier Endorsement/CMI-CTP-08-F01

Filing at a Glance

Company: Columbia Mutual Insurance Company

Product Name: Contractors Businessowners SERFF Tr Num: CLBA-125630656 State: Arkansas
 TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 05.0002 Businessowners Co Tr Num: CMI-CTP-08-F01 State Status: Fees verified and received

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

Authors: Dennis McVay, Christina Walker, DeeDee Williams Disposition Date: 05/06/2008

Date Submitted: 05/01/2008 Disposition Status: Approved

Effective Date Requested (New): 08/15/2008 Effective Date (New): 08/15/2008

Effective Date Requested (Renewal): 08/15/2008 Effective Date (Renewal): 08/15/2008

State Filing Description:

General Information

Project Name: CB-500 Contractors Businessowners Premier Endorsement

Status of Filing in Domicile: Pending

Project Number: CMI-CTP-08-F01

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 05/06/2008

State Status Changed: 05/06/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are filing our revised company form CB-500 (8-08) Contractors Businessowners Premier Endorsement, which we propose to use in our Contractors Businessowners Policy Program. This form replaces previously filed and approved form CB-500 (6-06). Please note that this is merely a clarification of our water backup coverage in this endorsement.

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We've merely clarified that any business income loss resulting from water back up is included within the water back up limits. We have highlighted this change for your convenience.

Company and Contact

Filing Contact Information

DeeDee Williams, Asst. Analyst dwilliams@colinsgrp.com
 2102 White Gate Drive (573) 474-6193 [Phone]
 Columbia, MO 65205 (800) 836-5713[FAX]

Filing Company Information

Columbia Mutual Insurance Company CoCode: 40371 State of Domicile: Missouri
 2102 White Gate Drive Group Code: 807 Company Type: Mutual
 P O Box 618
 Columbia, MO 65205 Group Name: Columbia Insurance State ID Number: 03
 Group
 (573) 474-6193 ext. [Phone] FEIN Number: 43-0790393

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Columbia Mutual Insurance Company	\$50.00	05/01/2008	20045874

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/06/2008	05/06/2008

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Disposition

Disposition Date: 05/06/2008

Effective Date (New): 08/15/2008

Effective Date (Renewal): 08/15/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Contractors Businessowners Premier Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Contractors Businessowners Premier Endorsement	CB-500	8-08	Endorsement/Amendment/Conditions	Replaced Form #: CB-500 (6-06) Previous Filing #: CMI-CTP-06-F01		CB-500 8-08 Contractors Businessowners Premier Endorsement....pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BUSINESSOWNERS PREMIER ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is revised under **SECTION I – PROPERTY, A. Coverage, 1. Covered Property:**

- a.(6)(b)** Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.
- b.** Business Personal Property located in or on the buildings at the described premises or in the open (or in a vehicle) within 1,000 feet of the described premises, including:

The following are added to **SECTION I – PROPERTY, A. Coverage, 4. Limitations:**

- d.** For loss or damage from water that backs up or overflows from a sewer, drain or sump, the most we will pay is \$10,000 per occurrence, **which includes any related business income loss.** We will not pay for this loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable Limit of Insurance.
- e.** For loss or damage due to failure of power or other utility service supplied to the described premises, however caused, which occurs away from the described premises, the most we will pay under **A.5.f. Business Income** is the actual loss of business income you sustain for no more than 30 days after the loss occurs. This Limitation is not subject to the terms of the Power Failure Exclusion, to the extent that such Exclusion would conflict with the provisions of this Limitation.

The following is revised under **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, a. Debris Removal:**

- (4)** The first paragraph is replaced with:
We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

The last paragraph is replaced with:

Therefore, if Paragraphs **(4)(a)** and/or **(4)(b)** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

- (5)** Examples – is deleted

The last paragraph under **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, h. Pollutant Clean Up And Removal** is replaced with:

The most we will pay for each location under this Additional Coverage is \$25,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each 12 month period of this policy.

The following paragraph is replaced under **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, 1. Increased Cost of Construction:**

- (6) We will pay under this Additional Coverage, for each described building insured under **SECTION I – PROPERTY**, is \$10,000. This amount payable is additional insurance.

In addition, you may also apply up to \$50,000 of the policy limit to loss or damage covered by this Additional Coverage.

The following are added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages:**

p. Contractor’s Equipment / Miscellaneous Tools and Equipment

- (1) The following definitions apply to the Contractor’s Equipment / Miscellaneous Tools and Equipment additional coverage.

- (a) “Loss” means accidental loss or damage.
- (b) “Contractor’s Equipment” means power shovels, pile drivers, cranes, derricks, drag lines, drills, bulldozers, earth movers, engines, hoists, tractors, pneumatic tool and similar types of mobile equipment customarily used by contractors.
- (c) “Miscellaneous Tools and Equipment” means any tools or equipment you own valued under \$1,000.

- (2) We will pay for “loss” to Covered Property from any of the Covered Causes of Loss. Covered Property, as used in this additional coverage means

- (a) “Contractors Equipment” you own, lease or rent from others, and
- (b) “Miscellaneous tools and equipment”.

Covered Property does not include:

- (a) motor vehicles designed for highway use, including motorcycles; aircraft or watercraft;
- (b) plans, blueprints, designs, or specifications;
- (c) property located underground, in caissons, or underwater;
- (d) waterborne property unless loss is caused by fire;
- (e) property which has become a permanent part of any structure;
- (f) dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, if loss is caused by artificially generated current creating a short circuit or other electric disturbance.

But we will pay for direct “loss” caused by resulting fire.

Covered Causes of Loss means risks of direct physical “loss” to Covered Property except those causes of “loss” listed in the exclusions.

- (3) We will pay for damage caused directly by theft or attempted theft to:

- (a) That part of any building containing Covered Property; or
- (b) Equipment within the building used to maintain or service the building; only if you own the building or are legally responsible for the damage.

But we will not pay for damage caused by fire; or to glass or to lettering or artwork on glass.

This coverage extension is included within the limit of insurance applicable to the Covered Property at the premises where the damage occurs.

- (4) The following additional exclusions apply to the Contractor’s Equipment/ Miscellaneous Tools and Equipment additional coverage.

We will not pay for a “loss” caused by or resulting from any of the following:

- (a) weight of a load exceeding the lifting capacity of any machine, as established by the manufacturer, or collision of the boom with any part of the machine or any other object;
- (b) unexplained loss, mysterious disappearance or shortage found upon taking inventory;

- (c) processing or work upon the property. But we will pay for direct “loss” caused by resulting fire or explosion, if these causes of “loss” would be covered under this additional coverage.
- (d) Unauthorized instructions to transfer property to any person or to any place
- (5) Limit of Insurance: The most we will pay for “loss” in any one occurrence under this additional coverage is \$5,000 for “Contractor’s Equipment” you own, lease or rent from others, and \$5,000 for “Miscellaneous Tools and Equipment”.
- (6) All covered property is agreed to be in sound condition at the time coverage begins.

q. Installation

- (1) The following definitions apply to the Installation additional coverage.
 - (a) “Loss” means accidental loss or damage
 - (b) “Building materials and supplies” mean structural steel, lumber, roofing materials, bricks, glass, mortar and like.
- (2) We will pay for “loss” to Covered Property from any of the Covered Causes of “Loss”.

Covered Property, as used in this additional coverage, means

- (a) Materials, supplies, equipment and fixtures to become a permanent part of the project insured by this policy and is used for the construction, installation, erection, repair or completion of buildings or structures; which is
 - (i) Your property, or
 - (ii) The property of others for which you are legally liable.

Covered Property does not include:

- (a) Buildings or structures;
- (b) “Building materials and supplies” are not covered after the time they become a permanent part of any realty;
- (c) Property on the premises of manufacturers or suppliers, whether or not that property is to be used for a specific construction project we cover;
- (d) Property while on any premises owned, leased, or controlled by you unless the property is designated for a specific construction project we cover;
- (e) Similar property of others which you have contracted to install unless the value of that property is reported to us, in writing before “loss” and is included in the Limit of Insurance on which our premium is based;
- (f) Accounts, bills, currency, deeds, evidences of debt, money, notes securities, plans, blueprints, designs, specifications, or similar property;
- (g) Animals, conveyances designed for highway use, aircraft or watercraft;
- (h) Tools, contractors equipment, and any property not a part of or intended to become a part of a covered construction project, except property whose value is included in the contract price and in the amount of this insurance for premium purposes;
- (i) Trees, shrubbery, lawns, grass or plants, land and land values;
- (j) Property while in airborne transit;
- (k) Property while waterborne except while on ferries or carfloats.

Covered Causes of “Loss” means risks of direct physical loss to covered property except those causes of “loss” listed in the exclusions

- (3) The property is covered:
 - (a) At the location where installation is intended;
 - (b) While at temporary locations awaiting installation at a covered installation project;
 - (c) While in transit.

- (4) We cover from the time the Covered Property is at your risk starting on or after the date this coverage begins, but we will not insure the property after the following events, whichever happens first:
- (a) After the owner or buyer accepts the property; or
 - (b) After your interest in the Covered Property ceases; or
 - (c) After each location is occupied for its intended purpose. If the property covered is located in more than one building or structure, coverage will cease when each is occupied for its intended purpose unless you obtain our written permission before “loss”; or
 - (d) Thirty (30) days after completion of your work, or
 - (e) After the property is leased or rented to others; or
 - (f) After you abandon the project with no intention to complete it; or
 - (g) After this policy expires or is cancelled.
- (5) The following additional exclusions apply to the Installation additional coverage.
- (a) We will not pay for “loss” caused by any of the following. If another “loss” that we cover results we will pay for that resulting “loss”.
 - (i) Collapse of all or any part of a building or structure.
 - (b) When any of the following occur, such “loss” is excluded regardless of any other cause or event, including but not limited to weather conditions, which contributes concurrently or in any sequence to the “loss”:
 - (i) Release of water impounded by a dam;
 - (c) We will not pay for “loss” caused directly or indirectly by:
 - (i) Testing
 - (ii) Any unexplained loss, or mysterious disappearance;
 - (iii) Shortage disclosed on taking inventory;
 - (iv) Penalties for non-completion or non-compliance with contract conditions, or any other consequential loss.
- (6) Limit of Insurance: The most we will pay for a “Loss” under this additional coverage is \$10,000. The applicable deductible shall apply separately to personal property in each building; and personal property in the open, including property in or on vehicles.
- (7) Any “Loss” under this additional coverage shall not reduce the Limit of Insurance.
- (8) If any act or agreement of yours, before or after “loss”, impairs your right to recover from others, we will not cover the “Loss”. We will not cover any “Loss” which you settle or compromise without our written consent. However, before “Loss”, you may waive, any right of recovery against any party, for “Loss” covered by this additional coverage if the waiver is in writing; except
- You may not waive your rights against any contractor, manufacturer or supplier for “Loss” to Covered Property which is subject to any guarantee or warranty (expressed or implied) by a contractor, manufacturer or supplier. This applies whether or not such contractor, manufacturer or supplier is covered under this policy; and
 - You may not waive your rights against a carrier for hire or a bailee.

The following is revised under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, b. Personal Property Off Premises:**

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than “money” and “securities”, “valuable papers and records” or accounts receivable, while it is in the course of transit or temporarily at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$20,000.

The last paragraph under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, c. Outdoor Property** is replaced with:

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$500 for any one tree, shrub or plant.

The last paragraph under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, d. Personal Effects** is replaced with:

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises.

The following is revised under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, e. Valuable Papers And Records**:

- (3) The most we will pay under this Coverage Extension for loss or damage to “valuable papers and records” in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for “valuable papers and records” is shown in the Declarations.

For “valuable papers and records” not at the described premises, the most we will pay is \$10,000.

The following is revised under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, f. Accounts Receivable**:

- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$10,000.

The following are added to **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions**:

g. Lock Replacement

You may extend insurance provided by this Coverage Form to cover necessary expenses incurred to repair or replace exterior or interior door locks of a covered building:

- (1) If your door keys are stolen in a covered theft loss; or
- (2) When your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this extension is \$500 for any one occurrence.

h. Reward Reimbursement

You may extend insurance provided by this Coverage Form to provide a reward for information that leads to a criminal conviction in connection with loss or damage to covered property by a Covered Cause of Loss. The most we will pay for loss under this extension is \$5,000 regardless of the number of persons involved providing information.

No deductible shall apply to this coverage extension.

The following paragraph in **SECTION I – PROPERTY, B. Exclusions, 1.g. Water** is deleted:

- (3) Water that backs up or overflows from a sewer, drain or sump; or

The following amends **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**

Exclusions (4) and (5) are deleted and, in addition to all other provisions of this policy, the following applies.

Coverage for property in the care, custody or control of the insured will be covered subject to the following provisions:

- (1) This insurance does not apply to property held by the insured for servicing, repair, storage or sale at premises (or ways adjacent thereto) owned, rented, leased, operated or used by the insured.
- (2) Property damage insurance provided under this endorsement is subject to a \$500 per claim deductible.
- (3) The company's per "occurrence" limit of insurance for loss of property is \$5,000. The "aggregate" limit is \$10,000.

The following amends **SECTION II – LIABILITY, C. Who Is An Insured:**

Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organizations status as an insured under this endorsement ends when your operations for that insured are completed.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

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Rate Information

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Supporting Document Schedules

		Review Status:	
Bypassed -Name:	Uniform Transmittal Document- Property & Casualty	Approved	05/06/2008
Bypass Reason:	Please see General Information and Form Schedule tab.		
Comments:			