

SERFF Tracking Number: *HNVR-125647479* State: *Arkansas*  
 First Filing Company: *Hanover American Insurance Company, ...* State Tracking Number: *#21728790 \$50*  
 Company Tracking Number: *CP-CW-08163-01F*  
 TOI: *01.0 Property* Sub-TOI: *01.0001 Commercial Property (Fire and Allied Lines)*  
 Product Name: *Commercial Output Program; Real Estate Advantage & Broadening Endorsements*  
 Project Name/Number: *Commercial Output Program; Real Estate Advantage & Broadening Endorsements/CP-CW-08163-01F*

## Filing at a Glance

Companies: Hanover American Insurance Company, Massachusetts Bay Insurance Company, The Hanover Insurance Company

Product Name: Commercial Output Program; Real Estate Advantage & Broadening Endorsements

|  |                              |   |
|--|------------------------------|---|
| TOI: 01.0 Property   | SERFF Status: Closed         | State Tr Num: #21728790 \$50                                    |
| Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines) | Co Tr Num: CP-CW-08163-01F   | State Status: Fees verified and received                        |
| Filing Type: Form  | Co Status:                   | Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding |
|  | Author: Sylvie Bosunga, CPCU | Disposition Date: 05/27/2008                                    |
|  | Date Submitted: 05/16/2008   | Disposition Status: Approved                                    |
| Effective Date Requested (New): 06/15/2008                   |                              | Effective Date (New): 06/15/2008                                |
| Effective Date Requested (Renewal): 06/15/2008               |                              | Effective Date (Renewal): 06/15/2008                            |

State Filing Description:

## General Information

Project Name: Commercial Output Program; Real Estate Advantage & Broadening Endorsements

Project Number: CP-CW-08163-01F

Reference Organization:

Reference Title:

Filing Status Changed: 05/27/2008

State Status Changed: 05/27/2008

Corresponding Filing Tracking Number:

Filing Description:

Effective June 15, 2008, the Hanover Insurance Group wishes to file three new forms for use with its Commercial Output Program. There are no costs associated with the forms. The corresponding rules have been submitted on this same

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date under filing number CP-CW-08163-01R.

The following new endorsements are attached:

Commercial Output Program Real Estate Endorsement – 441-0215 02 08:

This optional endorsement is tailored to fit the needs of insureds owning and managing larger commercial real estate. The endorsement modifies insurance provided under the COP - Property and Income Coverage Parts and adds the following new coverages:

1. Alternative Key Systems \$100,000
2. Realty Tax \$50,000
3. Tenant Move Back Expense \$50,000
4. Unintentional Property Reporting Errors \$500,000
5. Denial of Access to Premises \$50,000
6. Lease Cancellation \$50,000
7. Retail Anchor Store Business Income \$100,000

Commercial Output Program Hospitality Broadening Endorsement – 441-0216 02 08:

This optional endorsement is tailored to fit the needs of insureds owning and operating hospitality operations. The endorsement modifies insurance provided under the COP – Property and Income Coverage Parts and adds the following new coverages:

1. Paved Areas \$50,000
2. Alternative Key Systems \$100,000
3. Customer Reimbursement \$25,000
4. Guests Property \$25,000
5. Lost Key \$15,000
6. Emergency Evacuation Expense \$25,000
7. Reservation Systems- (non-affiliated) Worldwide \$100,000

Hanover currently has a filed and approved Hospitality Property Broadening Endorsement (411-0579) which is used in

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in conjunction with the ISO property forms. The coverages listed above on the Commercial Output Program endorsement are also on form 411-0579.

**Commercial Output Program Assisted Living and Nursing Home Broadening Endorsement – 441-0217 02 08:**

This endorsement is tailored to fit the needs of insureds owning and operating larger assisted living and nursing home properties. The endorsement modifies insurance provided under the COP – Property and Income Coverage Parts and adds the following new coverages:

1. Automated Defibrillators \$5,000
2. Employees Tools and Work Clothing \$10,000
3. Personal Effects of Residents \$25,000
4. Residents' Money and Securities \$5,000
5. Personal Effects and Property of Others \$50,000
6. Emergency Evacuation Expense \$25,000

Hanover currently has a filed and approved Assisted Living and Nursing Home Property Broadening Endorsement (411-0577) which is used in conjunction with the ISO property forms. The coverages listed above on the Commercial Output Program endorsement are also on form 411-0577.

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

**Company and Contact**

**Filing Contact Information**

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

**Filing Company Information**

Hanover American Insurance Company CoCode: 36064 State of Domicile: New Hampshire  
 440 Lincoln Street Group Code: 88 Company Type: Property &

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Casualty

|   |  |   |
|---|--|---|
| Worcester, MA 01653<br><br>(508) 855-1000 ext. [Phone]  | Group Name: The Hanover Ins Group<br>FEIN Number: 04-3063898<br>-----<br>CoCode: 22306<br>Group Code: 88 | State ID Number:<br><br>State of Domicile: New Hampshire<br>Company Type: Property & Casualty |
| Massachusetts Bay Insurance Company<br>440 Lincoln Street<br><br>Worcester, MA 01653<br><br>(508) 855-1000 ext. [Phone] | Group Name: The Hanover Ins Group<br>FEIN Number: 04-2217600<br>-----<br>CoCode: 22292<br>Group Code: 88 | State ID Number:<br><br>State of Domicile: New Hampshire<br>Company Type: Property & Casualty |
| The Hanover Insurance Company<br>440 Lincoln Street<br><br>Worcester, MA 01653<br><br>(508) 855-1000 ext. [Phone]       | Group Name: The Hanover Ins Group<br>FEIN Number: 13-5129825<br>-----                                    | State ID Number:<br><br>State of Domicile: New Hampshire<br>Company Type: Property & Casualty |

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50.00 Flat Fee for Form Filing  
Per Company: No

| COMPANY                             | AMOUNT | DATE PROCESSED | TRANSACTION # |
|-------------------------------------|--------|----------------|---------------|
| Hanover American Insurance Company  | \$0.00 | 05/16/2008     |               |
| Massachusetts Bay Insurance Company | \$0.00 | 05/16/2008     |               |
| The Hanover Insurance Company       | \$0.00 | 05/16/2008     |               |

| CHECK NUMBER | CHECK AMOUNT | CHECK DATE |
|--------------|--------------|------------|
| 0021728790   | \$50.00      | 05/15/2008 |

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## Correspondence Summary

### Dispositions

| Status   | Created By       | Created On | Date Submitted |
|----------|------------------|------------|----------------|
| Approved | Llyweyia Rawlins | 05/27/2008 | 05/27/2008     |

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## Disposition

Disposition Date: 05/27/2008  
Effective Date (New): 06/15/2008  
Effective Date (Renewal): 06/15/2008  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

|   |        |
|---|--------|
| Overall Percentage Rate Indicated For This Filing             | 0.000% |
| Overall Percentage Rate Impact For This Filing                | 0.000% |
| Effect of Rate Filing-Written Premium Change For This Program | \$0    |
| Effect of Rate Filing - Number of Policyholders Affected      | 0      |

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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>Form</b>                | Real Estate Endorsement                                 | Approved           | Yes                  |
| <b>Form</b>                | Hospitality Broadening Endorsement                      | Approved           | Yes                  |
| <b>Form</b>                | Assisted Living and Nursing Home Broadening 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      | Real Estate Endorsement                                 | 441-0215 | 02 08        | Endorsement/Amendment/Conditions | New                  | 0.00        | 441-0215 0208 COP Real Estate Endorsement.pdf                          |
| Approved      | Hospitality Broadening Endorsement                      | 441-0216 | 02 08        | Endorsement/Amendment/Conditions | New                  | 0.00        | 441-0216 0208 COP Additional Coverages Hospitality Broadening Endt.pdf |
| Approved      | Assisted Living and Nursing Home Broadening Endorsement | 441-0217 | 02 08        | Endorsement/Amendment/Conditions | New                  | 0.00        | 441-0217 0208 COP Additional Coverages Assisted Living.pdf             |

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

**REAL ESTATE ENDORSEMENT**

As specified below, this endorsement amends the provisions of:  
COMMERCIAL OUTPUT PROGRAM – PROPERTY COVERAGE PART  
COMMERCIAL OUTPUT PROGRAM – INCOME COVERAGE PART

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**SUPPLEMENTAL COVERAGES**

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The following are added to the Supplemental Coverage Section of the Commercial Output Program – Property Coverage Part.

**14. Alternative Key System**

- (1) We will pay for loss or damage to Alternative Key Systems, including card programmers, card readers, transceivers, related alarms, computers, power supplies and any other electronic or mechanical equipment needed to make the card keys work. The loss must be caused by a Covered Peril and take place at a location on scheduled on the policy.
- (2) The most we will pay for loss or damage to alternative key systems is \$100,000 in any one policy period regardless of the number of claims or number of insured locations involved.
- (3) Payment of these expenses is additional insurance.

**15. Realty Tax**

- (1) We will reimburse you for the increased realty tax liability directly caused by the repair, rebuilding or reconstruction of damaged scheduled property when such increase is caused by or results from direct physical loss or damage by a Covered Peril.
- (2) We will only pay for realty tax assessments made the sooner of within one year of the “Restoration Period” or two years after the date of the loss at the affected schedule location.

- (3) Reimbursement under this coverage will not extend beyond the single, one-time payment applying to the lesser of the periods shown in (2) above.
- (4) We will not pay for any of the following:
  - a. The portion of the increases in the realty tax assessment of a scheduled location’s tax rate made since the last assessment and the date of the loss.
  - b. A realty tax assessment that is due to your decision to rebuild the scheduled location with:
    - 1. A building configuration different, or larger than the original design;
    - 2. Building materials other than those of like kind and quality; or
    - 3. Buildings constructed at a different location.
- (5) The most we will pay in any “one accident” for this Supplemental Coverage is \$50,000.

**16. Tenant Move Back Expense**

- (1) We will pay for the expenses incurred by you to move your commercial tenants back into a scheduled location that was temporarily vacated due to a direct physical loss or damage at a scheduled location resulting from a Covered Peril.
- (2) We will only pay if:
  - a. The tenant is a commercial tenant;
  - b. The tenant vacated the property during the policy period due to a Covered Peril; and

- c. The re-occupancy begins within 60 days from the date that the scheduled location is repaired, rebuilt or restored and suitable for occupancy.
- (3) Tenant move back costs are limited to the following expenses:
  - a. Costs of packing, insuring, transporting, unpacking and setting up of tenant's business personal property from the temporary location back to the rented schedule location.
  - b. Costs of re-establishing utility services less refunds from discontinued services.
- (4) Tenant move back expenses do not include:
  - a. Loss associated with termination of a lease; or
  - b. Any expenses, deposits or penalties made to the manager or owner of another premises.
- (5) This coverage applies only to those expenses to reoccupy the insured premises – initial move out expenses are not covered.
- (6) We reserve the right to adjust the claim directly with your tenant. For us to extend the benefit of this coverage to you, you and your tenants are responsible to research, assess, document and present claim for any loss claimed under this coverage. As part of the documentation, reliable data that permits us to verify the claim must be included.
- (7) The most we will pay for loss or damage under this Supplemental Coverage is \$50,000 per "one accident" at each insured location regardless of the number of tenants affected.

## 17. Unintentional Property Reporting Errors

- (1) Coverage provided by this policy will not be invalid for locations in which "you" unintentionally fail to report or describe such location to "us".

However, "you" must report such errors or omission to "us" in writing as soon as you discover them. "You" also agree to pay the additional premium that would have been earned by "us" if the location was correctly reported to "us".

- (2) This Supplemental Coverage only applies to direct loss or damage caused by a Covered Peril at the omitted location and does not include any coverage for the perils of flood or earthquake even if flood and earthquake coverage is purchased for this or another policy.
- (3) You must provide reasonable documentation explaining the cause of the oversight.
- (4) The most we will pay for any loss under this Supplemental Coverage in any one policy period regardless of the number of occurrences or reporting errors or omissions is \$500,000.

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## SUPPLEMENTAL INCOME COVERAGES

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The following is added to the Supplemental Income Coverage Section of the Commercial Output Program – Income Coverage Part.

### 7. Denial of Access to Premises

- (1) We will pay for the actual loss of earnings and/or "extra expense" you sustain when ingress or egress to a scheduled location is denied or limited by other than civil authority due to the direct physical damage or loss to adjacent property within 1000' of a scheduled location. The denial of access must:
  - a. be due to the direct physical damage or loss to the adjacent property,
  - b. must be caused by or resulting from a Covered Peril.
- (2) This coverage will begin 24 hours after the loss at the adjacent property that causes the denial of access.

- (3) This coverage will end when the ingress or egress to the adjacent property is restored.
- (4) This coverage does not respond to any loss resulting from ingress or egress prohibited by civil authority.
- (5) The most we will pay for loss or damage under this Supplemental Income Coverage is \$50,000. This limit is included with the limit of insurance shown for the Commercial Output Program Income Coverage Part.

### 8. Lease Cancellation

- (1) We will pay for the loss of earnings and/or "extra expense" you sustain due to the cancellation of a lease by your tenants but only if the reason for the cancellation is a result of a direct physical loss or damage to the premises by a Covered Peril during the policy period. This coverage applies only if, at the time of loss, the subject property is physically occupied either by the tenant canceling the lease or their sub lessee.
- (2) We will not pay for:
  - a. Leases cancelled after the period of restoration;
  - b. Leases cancelled, suspended or allowed to lapse by you;
  - c. Return of pre-paid rent or deposits to your tenants;
  - d. Any other consequential loss
- (3) The most we will pay in any "one accident" for all leases cancelled is the lessor of:
  - a. The anticipated amount of rent you would have received from the tenant at the cancelled location for 12 months immediately following the period of restoration. The expiration of this policy will not shorten the duration of this coverage if the loss occurred during the policy period; or

b. \$50,000.

- (4) The number of tenants canceling a lease due to a loss at a scheduled location will not increase the limit of insurance provided by this Supplemental Income Coverage.

### 9. Retail Anchor Store Business Income

- (1) We will pay the actual loss of earnings and/or "extra expense" you sustain due to the necessary "slowdown or cessation" of your "business" during the "dependent property period of restoration". The "slowdown or cessation" must be caused by direct physical loss of or damage to "retail anchor store property" caused by or resulting from any Covered Peril.
- (2) We will pay the actual and necessary "extra expense" you incur due to direct physical loss of or damage to "Retail Anchor Store Property" caused by or resulting from any Covered Peril.
- (3) Under this Supplemental Income Coverage, the definition of "Extra Expense" is replaced with the following:

**"Extra Expense"** means necessary expenses you incur during the "dependent property period of restoration" that you would not have incurred if there had been no direct physical loss or damage to the premises of any "retail anchor store property" caused by or resulting from a Covered Peril:

- a. To avoid or minimize the "slowdown or cessation" of business and to continue "operations"; or
  - b. To minimize the "slowdown or cessation" of business if you cannot continue "operations".
- (4) \$100,000 is the most we will pay under this Supplemental Income

Coverage for loss you sustain from loss of or damage to all “retail anchor store property” after “one accident”.

- a. This coverage does not apply separately to each insured location. \$100,000 is the maximum you may collect after any “one accident” regardless of the number of insured locations involved or “retail anchor store properties” affected in “one accident”.
- b. As part of your Duties In the Event of Loss or Damage, you are responsible to research, assess, present and document your claim for any loss presented under this “dependent property” coverage. As part of your documentation, you must include reliable data that permits us to verify your claim.
- c. “Retail anchor store property” does not constitute a “dependent property”. In the event of a covered loss at “retail anchor store property”, the Supplemental Income Coverage for Dependent Locations coverage cannot be applied in addition to the coverage afforded under “Retail Anchor Store Property”.

- (5) The amount payable under this Supplemental Income Coverage is additional insurance and will end on the earlier of:
  - a. The applicable limit of insurance has been exhausted
  - b. The “retail anchor store property” has been rebuilt, fully repaired or replaced with similar tenant.

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## DEFINITIONS

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Definition 11 “**Dependent Locations**” is replaced with the following:

11. “**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;
  - b. Accept your products or services;
  - c. Manufacture products for delivery to your customers under contract of sale; or
  - d. Attract customers to your business.

Coverage **d.** above applies only to damaged or destroyed property of others:

- (1) Located at the same premises (grounds) as those shown in the Declarations; and
- (2) That serves as a leader location-attracting customers to the premises; but

This coverage does not apply to leader locations used at any time for exhibitions, trade shows, conventions, fairs or similar events.

EXAMPLE: Leader Location: A large department store (anchor store) at a shopping mall that serves as a general attraction to the premises and without which, the number of shoppers coming and going would be significantly lower—customers would go elsewhere to shop.

The following is added to the Definitions Section of the Commercial Output Program - Property Coverage Part:

37. “**Dependent property period of restoration**” means the period of time that:
- a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the “dependent property” or “retail anchor store property”; and

- b. Ends on the date when the property at the premises of the “dependent property” “retail anchor store property” should have been repaired, rebuilt or replaced to a condition permitting occupancy with reasonable speed and similar quality.

“Dependent property period or restoration” does not include any increased period required due to the enforcement of any ordinance or law that:

- a. Regulates the construction, use or repair, or requires the tearing down of any property; or
- b. 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”.

The expiration date of this policy will not cut short the “dependent property period of restoration”

- 38. **“Extra Expense”** means the necessary expenses you incur during the “period of restoration” that you would not have incurred if there had been no direct physical loss or damage to property:

- a. To avoid or minimize the “slowdown or cessation” of business and to continue “operations”:
  - (i) At an insured location; or
  - (ii) At replacement premises or at temporary locations, including relocation expenses and costs to equip and operate the replacement or temporary locations.
- b. To minimize the suspension of business if you cannot continue “operations”.
- c. To: (i) Repair or replace any property; or
  - (ii) Research, replace or restore the lost information on damaged “valuable papers and records”

To the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.

With regard to (c)(i) above, we will pay only for those expenses necessary to expedite the repair or replacement of the property. Under this provision, we will not pay for any portion of the ordinary and expected cost to actually repair or replace property.

- 39. **“Operations”** means your business activities occurring at an insured location.

- 40. **“Retail Anchor Store Property”** means a retail establishment occupying an area in, or directly adjacent and within 1000 feet to, a scheduled location that you depend on to serve as a general attraction to that scheduled location and, without which, the number of shoppers coming and going would be significantly lower.

- 41. **“Slowdown or cessation”** means:

- a. The slowdown or cessation of your business activities; or
- b. That a part of all of an insured location is rendered untenable, if coverage for “Business Income” including “Rental Value” or “Rental Value” applies.

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

**HOSPITALITY BROADENING ENDORSEMENT**

As specified below, this endorsement amends the provisions of:  
COMMERCIAL OUTPUT PROGRAM – PROPERTY COVERAGE PART  
COMMERCIAL OUTPUT PROGRAM – INCOME COVERAGE PART

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**COVERAGE EXTENSIONS**

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The following is added to the Coverage Extension Section of the Commercial Output Program – Property Coverage Part.

**8. Paved Areas**

- (1) “You” may extend the insurance provided under Building Property to apply to “your” paved surfaces, including but not limited to bridges, roadways, walks, patios and parking lots.
- (2) In the event of covered loss, the most “we” will pay in any one occurrence is \$50,000 per “covered location”.
- (3) Payment for loss or damage to this property is included in the applicable Limit of Insurance.
- (4) Under **Property Covered Section, Building Property**, paragraph 2.c. does not apply to this coverage extension.

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**SUPPLEMENTAL COVERAGES**

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The following are added to the Supplemental Coverage Section of the Commercial Output Program – Property Coverage Part.

**14. Alternative Key System**

- (1) “We” cover direct physical loss or damage to Alternative Key Systems, including card programmers, card readers, transceivers, related alarms, computers, power supplies and any other electronic or mechanical equipment needed to make the card keys work. The loss must be caused by a covered peril and take place at a “covered location”.
- (2) The most “we” pay in any one occurrence to alternative key systems is \$250,000 in any one policy period regardless of the number of claims or number of “covered locations” involved.
- (3) Payment of these expenses is additional insurance.

**15. Customer Reimbursement**

- (1) “We” cover “you” expense to reimburse customers for whom prearranged accommodations at a “covered location” cannot be honored due to direct physical loss to covered property at a “covered location” caused by a covered peril. Such prearranged accommodations must have been in effect at the time of loss.

“We” will reimburse “you” only for:

- a. reasonable expenses incurred by “you” to secure other comparable accommodations: and

- b. Reasonable expenses incurred by those customers described above to travel back and forth from the "covered location" to the replacement accommodations.

(2) "We" will reimburse "you" for the expenses listed above incurred by any customer between the date the customer's prearranged hotel accommodations are scheduled to begin or are interrupted, whichever is later, and the earliest of the following dates:

- a. the date the customer's prearranged hotel accommodations at "your" hotel are scheduled to end; or
- b. The date the damaged property at "your" hotel can be restored to a condition permitting occupancy.

(3) "You" must resume all or part of "your" hotel operations and resume honoring prearranged hotel accommodations at a "covered location" as soon as possible. If "you" fail to do so, the amount "we" pay under this coverage extension will be reduced by the amount that could have been saved.

(4) Customer reimbursement covered under this insurance is not Extra Expense. The most "we" will pay for Customer Reimbursement is \$250 per guest and \$25,000 per occurrence per "covered location".

## 16. Guests Property

(1) "We" cover direct physical loss of or damage to "guests' property" for which you are legally liable:

- a. while the property is in a safe deposit box inside a building at a "covered location"; and

- b. While the property is inside a building at a "covered location".

If "you" are sued for refusing to pay for loss of or damage to "guests' property" and "you" have our written consent to defend against the suit, "we" will pay up to \$5,000 for any reasonable legal expenses that "you" incur and pay in that defense. The amount "we" will reimburse for defense of any suit is an additional limit.

(2) "We" will not pay for loss or damage:

- a. Resulting from any dishonest or criminal act that "you" or any of "your" partners or members commit, whether acting alone or in collusion with other persons.

- b. Resulting from liability "you" assume under any written agreement. However, this exclusion does not apply under paragraph (1)b. above to any written agreement entered into with a guest before the occurrence of any loss or damage that increases "your" liability to an amount not exceeding \$1,000 or any lesser amount for which "you" may otherwise be liable under any statute.

- c. To property resulting from fire, however caused.

- d. Under paragraph (1)a. above to property in any wall safe or other container used for safe-keeping that is within a guests' quarters.

- e. Under paragraph (1)b. above to property resulting from the spilling, upsetting or leaking of any food or liquid.

- f. Under paragraph **(1)b.** above to property while in “your” care and custody for laundering, cleaning or other servicing.
- g. Resulting from “your” release of any other person or organization from legal liability.
- h. Under paragraph **(1)b.** above to any vehicle including:
  - (i) It’s equipment or accessories; and
  - (ii) Any property contained in or on a vehicle

**(3) Perils Excluded, paragraph 2.e and Additional Property Not Covered or Subject to Limitation, paragraph 8** of the Commercial Output Program Property Coverage Part do not apply to this Supplemental Coverage.

**(4)** The most “we” pay in any one occurrence for loss to “guests’ property” is \$1,000 per guest and \$25,000 per policy period at each “covered location”.

**17. Lost Key**

- (1) “We” will pay for consequential loss to keys and locks if a master key or similar item of an electronic nature is lost or damaged as a result of a covered peril.
- (2) When caused by a loss event as described above, “we” will pay for the actual cost to replace keys, adjust or reset locks to accept new keys, and if required, new locks, including the cost of installation.
- (3) The most “we” pay for lost keys, required adjustment or resetting and locking devices including installation is \$5,000 for any one occurrence and \$15,000 in any one policy year per “covered location”. This coverage is additional insurance.

**(4) Perils Excluded, paragraph 2.e and Additional Property Not Covered or Subject to Limitation, paragraph 8** of the Commercial Output Program Property Coverage Part do not apply to this Supplemental Coverage.

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**SUPPLEMENTAL INCOME COVERAGES**

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The following is added to the Supplemental Income Coverage Section of the Commercial Output Program – Income Coverage Part.

**7. Emergency Evacuation Expense**

**(1)** Coverage for extra expense is extended to reasonable expenses “you” incur for the emergency evacuation of guests from “covered locations”.

**(2)** The Emergency Evacuation must be in response to an imminent danger of injury or loss of life to “your” hotel guests from a covered peril.

**(3)** We will not pay for any expenses arising out of:

- (a)** Planned evacuation drills;
- (b)** The evacuation of one or more of “your” hotel guests due to their medical condition(s); or
- (c)** The threat of a tropical storm or hurricane that does not make landfall within 250 miles of the “covered location”.

**(4)** The most “we” pay per “covered location” in any one occurrence under this Supplemental Income Coverage, regardless of the number of guests, is

\$25,000. No deductible applies to this Supplemental Income Coverage.

## 8. Reservation Systems – (Non-Affiliated) Worldwide

- (1) "We" cover "your" actual loss of net income that would have been earned and extra expenses that "you" incur due to direct physical loss or damage at the location of a franchiser, referral system or other similar service anywhere in the world, except for:
  - (a) bookings by local travel agencies, upon whom "you" depend for the booking of reservations, that are not "your" subsidiaries; or
  - (b) Bookings by referral services owned or leased by "you".
- (2) The direct physical loss or damage must be caused by or result from a covered peril.
- (3) "We" will use the terms and provisions as set forth under the Commercial Output Program Income Coverage Part to calculate recoverable loss under this coverage. However, this Supplemental coverage does not include any amount for loss covered under Income Coverage Extensions, paragraph 2. Period of Loss Extension after Business Resumes.
- (4) As part of What Must Be Done in Case of Loss, "you" are responsible to research, assess, present and document "your" claim for any loss presented under this coverage. As part of "your" documentation, "you" must include reliable data that permits "us" to verify "your" claim.
- (5) The most "we" pay under this Supplemental Coverage is \$100,000 in

any one policy period. This coverage does not apply separately to each "covered location". \$100,000 is the maximum "you" may collect in one occurrence or policy period regardless of the number of "covered locations" involved or affected by an occurrence. This coverage is additional insurance.

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## DEFINITIONS

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The following is added to the Definitions Section of the commercial Output Program - Property Coverage Part:

**"Guests' Property"** means "money", "securities" and other property belonging to "your" guests.

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

**ASSISTED LIVING AND NURSING HOME BROADENING ENDORSEMENT**

As specified below, this endorsement amends the provisions of:  
COMMERCIAL OUTPUT PROGRAM – PROPERTY COVERAGE PART  
COMMERCIAL OUTPUT PROGRAM – INCOME COVERAGE PART

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**SUPPLEMENTAL COVERAGES**

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The following are added to the Supplemental Coverage Section of the Commercial Output Program – Property Coverage Part.

**14. Automated Defibrillators**

(1) “We” cover direct physical loss caused by a covered peril to automated defibrillators while at a “covered location” which are “your” property or for which you are responsible under written contract existing before loss.

(2) The most “we” pay in any one occurrence for loss to automated defibrillators is \$5,000.

**15. “Employees” Tools and Work Clothing**

(1) “We” cover direct physical loss caused by a covered peril to tools and work clothing of “your” “employees” while such tools and work clothing are located at a “covered location”, “your” job sites or while in transit to and from your job sites, while in “your” vehicle.

(2) The most “we” pay in any one occurrence for loss to “employees” tools and working clothing is \$10,000, but not more than \$500 for any one tool or item of clothing.

**16. Personal Effects of Residents**

(1) “We” cover direct physical loss caused by a covered peril to residents’ personal property while such personal effects are located at a “covered location”.

(2) This coverage does not apply to any “money” or “securities” owned by a resident.

(3) When loss is by “theft” or mysterious disappearance, for this coverage to apply, the property must have been at a known place at a known time immediately before loss was discovered.

(4) The most “we” pay in any one occurrence for loss to personal effects of residents is \$25,000, but not more than \$5,000 for any one resident.

**17. Residents’ Money and Securities**

(1) “We” cover loss caused by “theft”, mysterious disappearance, or unintentional destruction of “money” and “securities” of your residents within their living quarters or in your care, custody of control when situated at a “covered location”.

(2) For this coverage to apply, the property must have been at a known place at a known time immediately before loss was discovered.

(3) When loss is suspected to be due to an illegal act, we will not pay unless such

loss is promptly reported to the proper authorities.

- (4) "We" do not cover loss when a resident, "employee" or other person causes loss or damage to property – even his or her own – whether intended or not, and regardless of that person's mental status or capacity at the time of loss.
- (5) The most "we" pay in any one occurrence is \$5,000 with a maximum per policy year, per "covered location" of \$25,000. The most "we" pay for "money" and "securities" of any one resident is \$500 per occurrence.
- (6) The deductible applies to each occurrence, but not separately to each resident's loss.

## 7. Personal Effects and Property of Others

Under the **Supplemental Coverage Section** of the **Commercial Output Coverage** form, **7. Personal Effects** in deleted and replaced with the following.

- (1) "We" cover direct physical loss caused by a covered peril to personal effects owned by "you", "your" officers, "your" partners or members, "your" managers or "your" employees.
- (2) The most "we" pay in any one occurrence for loss to personal effects and property of others at any one "covered location" is \$50,000.

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## SUPPLEMENTAL INCOME COVERAGES

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The following is added to the Supplemental Income Coverage Section of the Commercial Output Program – Income Coverage Part.

## 7. Emergency Evacuation Expense

- (1) Coverage for extra expense is extended to reasonable expenses "you" incur for the emergency evacuation of residents from "covered locations".
- (2) The Emergency Evacuation must be in response to an imminent danger of injury or loss of life to the residents from a covered peril.
- (3) We will not pay for any expenses arising out of:
  - a. Planned evacuation drills;
  - b. The evacuation of one or more of the residents due to their medical condition(s); or
  - c. The threat of a tropical storm or hurricane that does not make landfall within 250 miles of the "covered location".
- (4) The most "we" pay per "covered location" in any one occurrence under this Supplemental Income Coverage, regardless of the number of residents, is \$25,000. No deductible applies to this Supplemental Income Coverage.

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## DEFINITIONS

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The following is added to the Definitions Section of the commercial Output Program - Property Coverage Part:

**"Employee"** means:

- a. any natural person:

- (1) while in “your” service (and for 30 days after termination of service); and
  - (2) whom “you” compensate directly by salary, wages, or commissions; and
  - (3) whom “you” have the right to direct and control while performing services for “you”.
- b. Any natural person employed by an employment contractor while that person is subject to “your” direction and control and performing services for “you” excluding, however, any such person while having care and custody of property outside the “covered location”.
- c. A director, trustee, officer, administrator, manager or persons of similar nature or responsibility who is managing any Employee Welfare or Pension Benefit Plan insured under this insurance. “Employee” does not include any independent contractor acting in the above capacity.
- d. “Your” director or trustee while that person is performing the duties of any “employee”.
- e. But “employee” does not mean any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character, whether or not they otherwise qualify as an “employee” under the terms set forth above.



SERFF Tracking Number: HNVN-125647479 State: Arkansas  
First Filing Company: Hanover American Insurance Company, ... State Tracking Number: #21728790 \$50  
Company Tracking Number: CP-CW-08163-01F  
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)  
Product Name: Commercial Output Program; Real Estate Advantage & Broadening Endorsements  
Project Name/Number: Commercial Output Program; Real Estate Advantage & Broadening Endorsements/CP-CW-08163-01F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 05/27/2008

**Comments:**  
**Attachments:**  
PC TD-1 forms.pdf  
PC FFS-1.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:            |
|   | New Business                            |
|   | Renewal Business                        |
|   | f. State Filing #:                      |
|   | g. SERFF Filing #:                      |
|   | h. Subject Codes                        |

|                               |                     |
|-------------------------------|---------------------|
| <b>3. Group Name</b>          | <b>Group NAIC #</b> |
| The Hanover Insurance Company | 0088                |

| 4. Company Name(s)                  | Domicile | NAIC # | FEIN #     | State # |
|-------------------------------------|----------|--------|------------|---------|
| The Hanover Insurance Company       | NH       | 22292  | 13-5129825 |         |
| Massachusetts Bay Insurance Company | NH       | 22306  | 04-2217600 |         |
| Hanover American Insurance Company  | NH       | 36064  | 04-3063898 |         |
|                                     |          |        |            |         |
|                                     |          |        |            |         |

|                                   |                        |
|-----------------------------------|------------------------|
| <b>5. Company Tracking Number</b> | <b>CP-CW-08163-01F</b> |
|-----------------------------------|------------------------|

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

| 6. | Name and address   | Title                       | Telephone #s   | FAX #          | e-mail               |
|----|--|-----------------------------|----------------|----------------|----------------------|
|    | Sylvie N. Bosunga<br>440 Lincoln Street<br>Worcester, MA 01653 | State Filings<br>Consultant | (508) 855-8136 | (508) 635-0703 | sbosunga@hanover.com |

|                                  |   |
|----------------------------------|---|
| 7. Signature of authorized filer |  |
|----------------------------------|---|

|  |                   |
|--|-------------------|
| 8. Please print name of authorized filer | Sylvie N. Bosunga |
|--|-------------------|

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

|  |  |
|--|--|
| <b>9. Type of Insurance (TOI)</b>  | 01.0 Property  |
| <b>10. Sub-Type of Insurance (Sub-TOI)</b>   | 01.0001 Commercial Property (Fire and Allied Lines)  |
| <b>11. State Specific Product code(s) (if applicable)[See State Specific Requirements]</b> |  |
| <b>12. Company Program Title</b> (Marketing title)   | Commercial Output Program  |
| <b>13. Filing Type</b>   | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules<br><input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms<br><input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| <b>14. Effective Date(s) Requested</b>   | New: 06/15/2008                      Renewal: 06/15/2008   |
| <b>15. Reference Filing?</b>   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |
| <b>16. Reference Organization</b> (if applicable)  | N/A  |
| <b>17. Reference Organization # &amp; Title</b>  | N/A  |
| <b>18. Company's Date of Filing</b>  | 05/16/2008   |
| <b>19. 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—**

|  |                 |
|--|-----------------|
| <b>20.</b> This filing transmittal is part of Company Tracking # | CP-CW-08163-01F |
|--|-----------------|

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

Effective June 15, 2008, the Hanover Insurance Group wishes to file three new forms for use with its Commercial Output Program. There are no costs associated with the forms. The corresponding rules have been submitted on this same date under filing number CP-CW-08163-01R.

The following new endorsements are attached:

Commercial Output Program Real Estate Endorsement – 441-0215 02 08:

This optional endorsement is tailored to fit the needs of insureds owning and managing larger commercial real estate. The endorsement modifies insurance provided under the COP - Property and Income Coverage Parts and adds the following new coverages:

1. Alternative Key Systems \$100,000
2. Realty Tax \$50,000
3. Tenant Move Back Expense \$50,000
4. Unintentional Property Reporting Errors \$500,000
5. Denial of Access to Premises \$50,000
6. Lease Cancellation \$50,000
7. Retail Anchor Store Business Income \$100,000

Commercial Output Program Hospitality Broadening Endorsement – 441-0216 02 08:

This optional endorsement is tailored to fit the needs of insureds owning and operating hospitality operations. The endorsement modifies insurance provided under the COP – Property and Income Coverage Parts and adds the following new coverages:

1. Paved Areas \$50,000
2. Alternative Key Systems \$100,000
3. Customer Reimbursement \$25,000
4. Guests Property \$25,000
5. Lost Key \$15,000
6. Emergency Evacuation Expense \$25,000
7. Reservation Systems- (non-affiliated) Worldwide \$100,000

Hanover currently has a filed and approved Hospitality Property Broadening Endorsement (411-0579) which is used in conjunction with the ISO property forms. The coverages listed above on the Commercial Output Program endorsement are also on form 411-0579.

Commercial Output Program Assisted Living and Nursing Home Broadening Endorsement – 441-0217 02 08:

This endorsement is tailored to fit the needs of insureds owning and operating larger assisted living and nursing home properties. The endorsement modifies insurance provided under the COP – Property and Income Coverage Parts and adds the following new coverages:

1. Automated Defibrillators \$5,000
2. Employees Tools and Work Clothing \$10,000
3. Personal Effects of Residents \$25,000
4. Residents' Money and Securities \$5,000
5. Personal Effects and Property of Others \$50,000
6. Emergency Evacuation Expense \$25,000

Effective March 1, 2007

Hanover currently has a filed and approved Assisted Living and Nursing Home Property Broadening Endorsement (411-0577) which is used in conjunction with the ISO property forms. The coverages listed above on the Commercial Output Program endorsement are also on form 411-0577.

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

**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 #:** 0021728791

**Amount:** 50.00

\$50.00 Flat Fee for form filing

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

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

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

| <b>1.</b> | <b>This filing transmittal is part of Company Tracking #</b>  | <b>CP-Cw-08163-01F</b>            |   |   |  |
|-----------|---|-----------------------------------|---|---|--|
| <b>2.</b> | <b>This filing corresponds to rate/rule filing number</b><br>(Company tracking number of rate/rule filing, if applicable) | <b>CP-CW-08163-01R</b>            |   |   |  |
| 3.        | Form Name<br>/Description/Synopsis  | Form #<br>Include edition<br>date | Replacement<br>or<br>Withdrawn?   | If replacement,<br>give form #<br>it replaces | Previous state<br>filing number,<br>if required by state |
| 01        | Real Estate Endorsement   | 441-0215 02 08                    | <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 02        | Hospitality Broadening<br>Endorsement   | 441-0216 02 08                    | <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 03        | Assisted Living and<br>Nursing Home<br>Broadening Endorsement   | 441-0217 02 08                    | <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |   |  |
| 04        |   |                                   | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |   |  |
| 05        |   |                                   | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |   |  |
| 06        |   |                                   | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |   |  |
| 07        |   |                                   | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |   |  |
| 08        |   |                                   | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |   |  |
| 09        |   |                                   | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |   |  |
| 10        |   |                                   | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |   |  |