

SERFF Tracking Number: OCCD-125631636 State: Arkansas
Filing Company: Occidental Fire & Casualty Company of North Carolina State Tracking Number: EFT \$50
Company Tracking Number: 08-268
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Commercial Inland Marine-Habitational Risks
Project Name/Number: /

Filing at a Glance

Company: Occidental Fire & Casualty Company of North Carolina

Product Name: Commercial Inland Marine- SERFF Tr Num: OCCD-125631636 State: Arkansas
Habitational Risks

TOI: 09.0 Inland Marine

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 09.0005 Other Commercial Inland
Marine

Co Tr Num: 08-268

State Status: Fees verified and
received

Filing Type: Form

Co Status:

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

Author: Latesha Debnam

Disposition Date: 05/08/2008

Date Submitted: 05/01/2008

Disposition Status: Approved

Effective Date Requested (New): 06/01/2008

Effective Date (New): 06/01/2008

Effective Date Requested (Renewal): 06/01/2008

Effective Date (Renewal):
06/01/2008

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 05/08/2008

State Status Changed: 05/08/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Initial filing of forms for Commercial Inland Marine-Habitational Risk Program

Company and Contact

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Filing Contact Information

Latesha Debnam, State Filing Analyst ldebnam@ofc-wic.com
 702 Oberlin Road (919) 833-1600 [Phone]
 Raleigh, NC 27605 (919) 833-8535[FAX]

Filing Company Information

Occidental Fire & Casualty Company of North Carolina CoCode: 23248 State of Domicile: North Carolina
 702 Oberlin Road Group Code: 225 Company Type: Property and Casualty
 Raleigh, NC 27605 Group Name: IAT Group State ID Number: 03
 (919) 833-1600 ext. 8164[Phone] FEIN Number: 84-0513811

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Occidental Fire & Casualty Company of North Carolina	\$50.00	05/01/2008	20054841

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/08/2008	05/08/2008

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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
Supporting Document	Form Filing Schedule	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Advisory Notice/Mold Exclusion	Approved	Yes
Form	Terrorism Exclusion	Approved	Yes
Form	Schedule of Named Insured(s)	Approved	Yes
Form	Schedule of Locations	Approved	Yes
Form	Important Notice/Computer Random Attack	Approved	Yes
Form	Endorsement Computer Random Attack	Approved	Yes
Form	Endorsement "Mold or other Fungi" Exclusion	Approved	Yes
Form	Electronic Data Processing Coverage Part-Declarations	Approved	Yes
Form	Electronic Data Processing Coverage Form	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Advisory Notice/Mold Exclusion	AP 0002	02 08	Policy/CoveNew rage Form		31.80	AP 00 02 02 08.pdf
Approved	Terrorism Exclusion	AP 0003	02 08	Policy/CoveNew rage Form		23.20	AP 00 03 02 08.pdf
Approved	Schedule of Named Insured(s)	AP 0004	02 08	Policy/CoveNew rage Form		0.00	AP 00 04 02 08.pdf
Approved	Schedule of Locations	AP 0005	02 08	Policy/CoveNew rage Form		0.00	AP 00 05 02 08.pdf
Approved	Important Notice/Computer Random Attack	AP 0017	02 08	Policy/CoveNew rage Form		39.60	AP 00 17 02 08.pdf
Approved	Endorsement Computer Random Attack	AP 0026	02 08	Policy/CoveNew rage Form		24.20	AP 00 26 02 08.pdf
Approved	Endorsement "Mold or other Fungi" Exclusion	AP 0027	02 08	Policy/CoveNew rage Form		45.10	AP 00 27 02 08.pdf
Approved	Electronic Data Processing Coverage Part-Declarations	AP 0031	02 08	Policy/CoveNew rage Form		64.30	AP 00 31 02 08.pdf
Approved	Electronic Data Processing Coverage Form	AP 0032	02 08	Policy/CoveNew rage Form		52.50	AP 00 32 02 08.pdf

ADVISORY NOTICE TO POLICYHOLDERS MOLD EXCLUSION OR LIMITATION ENDORSEMENTS

This is a notice provided to you about the exclusion or limitation endorsement that is attached to your policy.

The exclusion or limitation endorsement changes your Commercial Property Coverage Form and/or Inland Marine Coverage Form. No coverage is provided by this Advisory Notice To Policyholders, nor can it be construed to replace any provisions of your policy. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this Notice, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

The areas within the policy that reduce coverage are summarized below. If more than one property or inland marine insuring agreement is part of your policy, then more than one endorsement may apply.

MOLD OR OTHER FUNGI, WET OR DRY ROT, OR BACTERIA EXCLUSION:

An endorsement with this title excludes coverage under the applicable insuring agreement in your policy for any mold or other fungi, wet or dry rot, or bacteria loss or damage, unless it is caused by fire and lightning.

MOLD OR OTHER FUNGI, WET OR DRY ROT, OR BACTERIA EXCLUSION WITH SPECIFIED CAUSE OF LOSS EXCEPTION:

An endorsement with this title excludes coverage under the applicable insuring agreement in your policy for losses caused by mold or other fungi, wet or dry rot, or bacteria, unless it is a result of certain causes of loss that are specified in the endorsement. This endorsement also adds an exclusion for Seepage or Leakage to exclude for mold or other fungi, wet or dry rot, or bacteria damage and losses caused by any seepage, leakage, presence, or condensation of water, steam, humidity, moisture, or vapor for 14 days or more.

MOLD OR OTHER FUNGI, WET OR DRY ROT OR BACTERIA EXCLUSION WITH ADDITIONAL LIMITED COVERAGE:

An endorsement with this title revises the policy to reduce coverage from loss caused by mold or other fungi, wet or dry rot, or bacteria, unless it is caused by fire and lightning. Coverage is subject to a \$15,000 per occurrence and annual aggregate limit per policy, unless the limit is increased by endorsement. This sublimit is part of, not in addition to, the limit of coverage for that property. Otherwise covered losses caused by fungi, wet or dry rot, or bacteria that is a result of fire and lightning are covered up to the policy property limits. If your policy includes business interruption coverage, when a business interruption is attributable to fungi, wet or dry rot, or bacteria, the period of restoration is limited to 30 days (not necessarily consecutive days). When fungi, wet or dry rot, or bacteria prolongs a business interruption that is attributable to other damage, a delay of up to a total of 30 days is covered (regardless of when the delay occurs during the period of restoration). In each case, the 30-day period (or a longer period, if endorsed) represents a reduction in coverage.

**POLICYHOLDER DISCLOSURE NOTICE
TERRORISM RISK INSURANCE EXTENSION ACT OF 2007
REJECTION OF OUR OFFER OF COVERAGE**

A check beside the box titled **Reject** for one or more lines of business listed below indicates that you did not accept our offer of coverage for certified acts of terrorism, as defined in and certified under the Terrorism Risk Insurance Act of 2002, and the 2007 Extension. Therefore, this policy does not provide such coverage. This policy contains one or more exclusions that apply to certified acts of terrorism.

This policy includes a Conditional Exclusion of Terrorism endorsement, which automatically replaces the Certified Acts of Terrorism Exclusion endorsement to exclude the same and other types of terrorism losses upon any expiration of, or certain changes in, the Terrorism Risk Insurance Act during the policy period.

If you were not made aware of our offer of coverage for certified acts of terrorism, or believe that this notice was included in this policy in error, please notify your agent or broker immediately.

- Reject** **PROPERTY**
(Property includes: Commercial Boiler & Machinery,
Commercial Inland Marine and Commercial Property if
provided on policy)
- Reject** **BUSINESSOWNERS**
- Reject** **GENERAL LIABILITY**
- Reject** **COMMERCIAL LIABILITY UMBRELLA/EXCESS LIABILITY**

Named Insured: _____

Policy Number: _____

POLICY NUMBER:

SCHEDULE OF NAMED INSURED(S)

The Named Insured shown on the Common Policy Declarations is amended to read:

POLICY NUMBER:

SCHEDULE OF LOCATIONS

Location Number	Building Number	Designated Locations (Address, City, State, Zip Code)	Occupancy

IMPORTANT NOTICE

COMPUTER RANDOM ATTACK AND DENIAL OF SERVICES EXCLUSION

THIS NOTICE IS TO INFORM YOU OF TWO EXCLUSIONS THAT HAVE BEEN ADDED TO YOUR POLICY. PLEASE READ THE FOLLOWING ENDORSEMENTS CAREFULLY.

Endorsement AP 00 26 02 08, Computer Random Attack and Denial of Services Exclusion

This endorsement excludes direct and indirect loss from computer virus, hacking events or random attacks, when they occur on a non-specific basis. If your computer equipment is specifically targeted, the exclusion does not apply. This endorsement also excludes indirect loss by the denial of services.

Note: This summary is not a substitute for the provisions of the endorsements. The policy alone determines the scope of your insurance protection. If you have any questions about your policy, contact your insurance agent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPUTER RANDOM ATTACK AND DENIAL OF SERVICES EXCLUSION

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESSOWNERS COVERAGE – SECTION I - PROPERTY
CAUSES OF LOSS – BASIC, BROAD, SPECIAL OR COMPREHENSIVE FORM
INLAND MARINE COVERAGE FORM
PROTECTION PLUS PROTECTION PROGRAM

A. Exclusions

The following Exclusions are added or replace any exclusions pertaining to any “random attack”, “hacking event”, or a “computer virus” or “denial of services”; and supersede any other exclusions, preclusion of coverages or exceptions to any exclusions pertaining to any “random attack”, “hacking event”, or a “computer virus” or “denial of services”.

1. “Random Attack” – “Hacking Event” or “Computer Virus”

We will not pay for any loss or damage caused directly or indirectly from a “random attack” by a “hacking event” or “computer virus”. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This exclusion does not apply to a “specific attack” to your computer equipment.

2. “Denial of Services”

We will not pay for any loss of use, loss of earnings, or any extra expense caused by or resulting from the “denial of services”.

Definitions

The following definitions are added:

“Computer virus” means a piece of code that is maliciously or fraudulently introduced into a computer or telecommunications system. Once introduced, the virus may destroy, alter, contaminate, or degrade the integrity, quality, or performance of data or any computer application software, computer network, or computer operating system and related software. “Computer virus” shall not be limited to a virus, but includes all methods described, such as worms and trojans.

“Denial of services” means an intentional specific or “random attack” on your computer system or telecommunications system for the purposes of nuisance, sabotage, or malicious tampering which has the effect of:

- a. depleting system resources available through the Internet to authorized external users of your computer system or telecommunications systems; or
- b. impeding Internet access of authorized external users to your computer system or telecommunications system.

“Hacking event” means an attack that allows unauthorized access or use of a computer or telecommunications system by electronically circumventing a security system or procedure.

“Random attack” means the widespread attack, by a “hacking event” or “computer virus”, directed against the computer systems, software, data, or telecommunications systems of multiple organizations or persons who are not part of you, rather than solely at your computer systems, software, data, or telecommunications systems. Such attack is intended for the purpose of fraud, nuisance, or malicious tampering or destruction.

“Specific attack” means the intentional attack, by a “hacking event” or “computer virus”, directed solely at your computer system, software, data or telecommunications system, when the attack is intended for the purpose of fraud, nuisance, or malicious tampering or destruction.

ALL OTHER TERMS AND CONDITIONS OF YOUR POLICY REMAIN THE SAME.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**“MOLD OR OTHER FUNGI”, WET OR DRY ROT, OR “BACTERIA”
EXCLUSION WITH ADDITIONAL LIMITED COVERAGE**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CAUSES OF LOSS – BASIC, BROAD, SPECIAL OR COMPREHENSIVE FORM
INLAND MARINE COVERAGE FORM
PROTECTION PLUS PROPERTY PROGRAM**

1. The following Exclusion is added. With respect to the loss or damage addressed herein, this exclusion supersedes any other exclusion that addresses “mold or other fungi”, wet or dry rot or “bacteria”.

“Mold or other fungi”, wet or dry rot, or “bacteria”

We will not pay for loss or damage caused directly or indirectly by the presence, growth, proliferation, spread or any activity of “mold or other fungi”, wet or dry rot, or “bacteria”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

We will not pay for the costs associated with the enforcement of any ordinance, regulation, or law which requires you or anyone else to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of “mold or other fungi”, wet or dry rot, or “bacteria”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

2. The following Exclusion is added.

Seepage or Leakage

We will not pay for “mold or other fungi”, wet or dry rot, or “bacteria” loss or damage caused by or resulting from water or steam that seeps or leaks, or the presence or condensation of humidity, moisture, or vapor, that occurs over a period of 14 days or more.

3. The following Additional Coverage is added to your Policy:

Limited Coverage for “mold or other fungi”, wet or dry rot, or “bacteria”

- a. The coverage described in **3.b.**, and **3.f.**, only applies when the “mold or other fungi”, wet or dry rot or “bacteria”, is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.

(1) A “specified cause of loss”; or

- (2) Flood, if Flood Coverage applies to the affected premises.
- (3) Earthquake, if Earthquake Coverage applies to the affected premises.
- b. We will pay for loss or damage by "mold or other fungi", wet or dry rot or "bacteria". As used in this Limited Coverage, the term loss or damage means:
 - (1) Direct physical loss or damage to Covered Property caused by "mold or other fungi", wet or dry rot or "bacteria", including the cost of removal of the "mold or other fungi", wet or dry rot or "bacteria";
 - (2) The cost to tear out and replace any part of the building or other property as needed to gain access to the "mold or other fungi", wet or dry rot or "bacteria"; and
 - (3) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "mold or other fungi", wet or dry rot or "bacteria" are present.
- c. The coverage described under **3.b.**, of this Limited Coverage is limited to \$25,000. This limit is the most we will pay regardless of the number or type of coverages that may apply, the number of locations, or regardless of the number or type of "mold or other fungi", wet or dry rot or "bacteria" that caused the loss or damage, and regardless of the number of claims. This limit is the most we will pay for the total of all loss or damage arising out of all occurrences described in **3.a.**, which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "mold or other fungi", wet or dry rot or "bacteria", we will not pay more than a total of \$25,000 even if the "mold or other fungi", wet or dry rot or "bacteria", wet or dry rot or "bacteria" continues to be present or active, or recurs, in a later policy period.
- d. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "mold or other fungi", wet or dry rot or "bacteria", and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "mold or other fungi", wet or dry rot or "bacteria", loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "mold or other fungi", wet or dry rot or "bacteria" causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.
- e. The terms of this Limited Coverage do not increase or reduce the coverage provided under the Additional Coverage – Collapse, if such Additional Coverage applies to your policy.
- f. The following, **3.f.(1)** or **3.f.(2)** applies only if Business Income and/or Extra Expense coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.
 - (1) If the loss which resulted in "mold or other fungi", wet or dry rot or "bacteria" does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "mold or other fungi", wet or dry rot or "bacteria", then our payment under Business Income and/or Extra Expense

is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

- (2) If a covered "suspension" of "operations" was caused by loss or damage other than "mold or other fungi", wet or dry rot or "bacteria" but remediation of "mold or other fungi", wet or dry rot or "bacteria" prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

4. The following Definitions are added:

"bacteria" means any type or form of bacterium or any mycotoxin, spore, scent or byproduct that is produced or released by such bacterium.

"mold or other fungi" means any type or form of mold or mildew, any other type or form of fungus, or any mycotoxin, spore, scent, or byproduct that is produced or released by such mold, mildew, or other fungus.

"specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or similar rock formations. This cause of loss does not include:
 - (1) The cost of filling sinkholes, or;
 - (2) Sinking or collapse of land into man-made underground cavities.
- b. Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

"suspension" means the slowdown or cessation of your business activities, or that a part or all of the described premises is rendered untenable, if coverage for Business Income including Rental Value applies.

ELECTRONIC DATA PROCESSING COVERAGE PART - DECLARATIONS

Policy No.

LOCATION OF PREMISES:

Premises No.

Location

LIMITS OF INSURANCE:

Premises No.	"EDP Media"	"EDP Equipment"	
		Owned	Property of Others

\$ All Covered Property in transit or while temporarily at locations not shown above or identified in the Coverage Form

\$ Business Income; Business Income Monthly Limitation:

\$ Extra Expense

DEDUCTIBLES:

\$ Applies to direct "loss" of Covered Property by other than Flood or Surface Water.

\$ Applies to direct "loss" of Covered Property by Flood or Surface Water.

\$ Business Income

COINSURANCE PERCENTAGE: 80% 90% 100%

EDP EQUIPMENT VALUATION:

Replacement Cost Actual Cash Value Functional Replacement Cost

PROPERTY NOT COVERED:

FORMS AND ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

See "Listing of Forms and Endorsements that form a part of this policy".

PREMIUM FOR THIS COVERAGE PART:

\$ Minimum Premium: \$

ELECTRONIC DATA PROCESSING COVERAGE FORM

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

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

Other words and phrases appearing in quotation marks have special meaning. Refer to SECTION VIII DEFINITIONS.

SECTION I - COVERAGES

A. EDP EQUIPMENT AND MEDIA

We will pay for direct physical "loss" to Covered Property at locations described in this Coverage Part's Declarations or in due course of transit. The "loss" must occur within the Coverage Territory and be caused by or result from any of the Covered Causes of Loss.

B. DUPLICATE MEDIA

We will pay for direct physical "loss" to back-up and duplicates of "EDP media" at locations away from your "premises". This coverage does not apply to any property listed under B. of SECTION II PROPERTY or property in due course of transit.

C. NEWLY ACQUIRED PREMISES

1. We will pay for direct physical "loss" to Covered Property at "premises" not described in this Coverage Part's Declarations. The "loss" must occur within the Coverage Territory and be caused by or result from any of the Covered Causes of Loss.
2. This coverage applies for a period that:
 - a. Begins on the date you acquired the "premises" ; and
 - b. Ends when any of the following occurs:
 - (1) This policy expires;
 - (2) Sixty days pass since the date you acquired the "premises" ; or
 - (3) You report the newly acquired "premises" to us.
3. We may adjust the rate for property at the newly acquired "premises." You must pay us any additional premium that may result.

D. NEWLY ACQUIRED PROPERTY

1. We will pay for direct physical "loss" to newly acquired property that is like the property covered by this Coverage Part. The "loss" must occur within the Coverage Territory and be caused by or result from any of the Covered Causes of Loss.

2. This coverage applies for a period that:

- a. Begins on the date you acquired the property; and
- b. Ends when any of the following occurs:
 - (1) This policy expires;
 - (2) Sixty days pass since the date of acquisition or
 - (3) You report the newly acquired property to us (including values).
3. We will charge you an additional premium (which you must pay) for values reported from the date you acquired the property.

E. PRESERVATION OF PROPERTY

1. We will pay for direct physical "loss" to Covered Property removed from your "premises" because it was in imminent danger of "loss" by a Covered Cause of Loss.
2. This coverage applies while the Covered Property is:
 - a. Being removed from your "premises" and taken to a safe place.
 - b. At a safe place away from your "premises."
 - c. Being returned to your "premises" from the safe place.

Furthermore, this coverage applies only if the "loss" occurs within the Coverage Territory and within thirty days after the date when the property was removed from your "premises."

3. Payment for "loss" under this coverage will be subject to, not in addition to, the Limits of Insurance applying to the "premises" from which the property was first removed.

F. DEBRIS REMOVAL

1. We will pay your debris removal expenses only if you report the expenses to us in writing within 180 days of the date of direct physical "loss."
2. Debris removal expenses are amounts incurred to remove debris of Covered Property. The debris must result directly from "loss" to Covered Property by any of the Covered Causes of Loss. Debris removal expenses do not include any amounts incurred to:
 - a. Extract "pollutants" or contaminants from land, water, or other property.
 - b. Cleanup, remove, restore, or replace polluted land, water, or other property.

G. POLLUTANTS AND CONTAMINANTS

1. We will pay your pollutant cleanup expenses only if:
 - a. You report the pollutant cleanup expenses to us in writing within 180 days of the date of direct physical "loss" ; and

- b. The discharge, dispersal, seepage, migration release, or escape of the "pollutants" or contaminants is caused by or results from direct physical "loss" to Covered Property from a Covered Cause of Loss that occurs during the policy period.

2. Pollutant cleanup expenses are amounts that are incurred:
 - a. To extract, remove, or clean up "pollutants" or contaminants from land, water, or other property.
 - b. To remove, restore, or replace polluted or contaminated land, water, or other property.

H. FIRE PROTECTION SYSTEM RECHARGE

1. We will pay the costs of refilling your automatic halon or carbon dioxide discharge systems that protect "EDP equipment."
2. This coverage applies if:
 - a. There was an intentional discharge to control or reduce "loss" by fire, or
 - b. There was a discharge caused by or resulting from direct physical "loss" to the system by any of the Covered Causes of Loss.

It does not apply if the "loss" or discharge occurs while the system is being installed, repaired, recharged, or tested.

I. BUSINESS INCOME

1. We will pay the actual loss of "business income" that you sustain during the "period of restoration" because of the necessary suspension of your "normal" "operations." The suspension must be caused by or result from direct physical "loss" to Covered Property.
2. We will pay for the actual loss of "business income" that you sustain if you cannot occupy your "premises" because of direct physical "loss" to the building or property within the building where your "premises" are located. This coverage applies only to the actual loss of "business income" incurred during the time you cannot enter your "premises."
3. We will pay for the actual loss of "business income" that you sustain if an act of civil authority prohibits access to your "premises." This coverage applies:
 - a. If the action was taken because of direct physical "loss" to property adjacent to your "premises."
 - b. To the actual loss of "business income" incurred while access is denied but not exceeding two consecutive weeks from the date access was prohibited.
4. We will reduce the amount of the actual loss of "business income" that you sustain to the extent you can resume "operations," in whole or in part, by:

- a. Using damaged or undamaged property.
- b. Restoring Covered Property to workable order.
- c. Using other available equipment, supplies, or other property.

"Loss" must occur within the Coverage Territory and be caused by or result from any of the Covered Causes of Loss.

J. EXTRA EXPENSE

1. We will pay for the necessary "extra expense" you incur during the "period of restoration" that you would not have incurred if there had been no direct physical "loss" to Covered Property.
2. We will pay for the necessary "extra expense" that you incur if you cannot occupy your "premises" because of direct physical "loss" to the building or property within the building where your "premises" are located. This coverage applies only to the necessary "extra expense" incurred during the time you cannot enter your "premises."
3. We will pay for the necessary "extra expense" that you sustain if an act of civil authority prohibits access to your "premises." This coverage applies:
 - a. If the action was taken because of direct physical "loss" to property adjacent to your "premises."
 - b. To the necessary "extra expense" incurred while access is denied but not exceeding two consecutive weeks from the date access was prohibited

"Loss" must occur within the Coverage Territory and be caused by or result from any of the Covered Causes of Loss.

SECTION II-COVERED PROPERTY

- A.** Covered Property, as used in this Coverage Part, means:

1. Each item of "EDP equipment" or "EDP media" that is specifically described (including a Limit of Insurance) in a Schedule of Covered Property form attached to this Coverage Part.
2. All "EDP equipment" or "EDP media" not specifically described in a Schedule of Covered Property form attached to this Coverage Part.

The foregoing is Covered Property if it belongs to you or if it belongs to others and you are legally responsible for "loss" to it.

- B.** Covered Property does not include:

1. Accounts, bills, deeds, evidences of debt, valuable papers, records, abstracts, manuscripts, or other similar documents or records. But we do cover this property if it is in a form usable in electronic data-processing equipment.

2. Any property or "EDP media" leased or rented to others while it is away from your "premises."
3. Any property that is part of aircraft, automobiles, marine vessels, motorcycles, trucks, trailers, watercraft or other vehicles designed to transport people or property.
4. Contraband.
5. Copiers or electronic typewriters.
6. "EDP equipment" or "EDP media" that you decide not to insure and which is listed in the Declarations.
7. Improvements or betterments.
8. Property in the course of illegal transportation or trade.

SECTION III - COVERED CAUSES OF LOSS

Covered Causes of Loss, as used in this Coverage Part, means RISKS OF DIRECT PHYSICAL LOSS (including "viruses," "trojan horses," and "worms") unless the "loss" is excluded or limited by other provisions of this Coverage Part.

SECTION IV- EXCLUSIONS

A. We will not pay for "loss" or expense caused directly or indirectly by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

1. Earth Movement

Earthquake, landslide, erosion, mud-slide, mudflow, subsidence, volcanic action, or any other kind or type of earth movement.

This exclusion does not apply to property in transit.

2. Governmental Action

a. Seizure or destruction of property by order of governmental authority.
But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

b. The enforcement of any ordinance, law, rule, or ruling that requires the extraction, removal, cleanup, or restoration of environmental damage or "pollutants."

3. Nuclear Hazard

a. Any weapon employing atomic fission or fusion, or

b. Nuclear reaction or radiation, or radioactive contamination from any other cause.

But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form

4. Ordinance of Law

The enforcement of any law, ordinance, regulation, or order that:

- a. Prohibits, regulates, or restricts the alteration, construction, installation, repair, or use of any property.
- b. Regulates or requires the tearing down or demolition of any property, including the cost of removing its debris.
But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread.

5. War and Military Action

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign power, or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

B. We will not pay for any "loss" caused by or resulting from:

1. Any error in machine programming or instructions to machines.
2. Delay, loss of market, loss of use, or consequential loss of any kind.
3. Dishonest or criminal acts committed by any of the following, including their employees, agents, or authorized representatives. Dishonest acts include intentional destruction, falsification, or modification of records, data, or software to conceal dishonest acts.
 - a. You, your partners, officers, directors, or trustees;
 - b. Anyone else entrusted with property, or
 - c. Anyone else with an interest in property.

This exclusion applies whether or not such persons act alone or in collusion with other persons or such acts occur during the hours of employment. This exclusion does not apply to acts of destruction by your employees; but theft by employees is not covered. Also, this exclusion does not apply to Covered Property that is entrusted to others who are public carriers for hire.
4. Operator or programmer error.
5. Processing or actual work upon Covered Property, meaning: repairing, adjusting, servicing, or other maintenance operation.
But we will pay for resultant "loss" to Covered Property caused directly by fire or explosion.
6. The suspension, lapse, cancellation, repeal, revocation, or refusal of, or any delay in the granting of, any license, lease, permit, contract, or order.
7. Theft of facts, concepts, data, or information

without the theft of media on which this property is recorded.

8. Wear and tear, gradual deterioration, depreciation, hidden or latent defect, any quality in the property that causes it to damage or destroy itself.

SECTION V- LIMITS OF INSURANCE

- A. Under A. EDP Equipment and Media of SECTION I COVERAGES, the most we will pay for direct physical "loss" to all Covered Property in any one occurrence (regardless of whether one or more Causes of Loss contribute to such "loss") is the applicable Limit of Insurance shown in the Declarations. But the most we will pay for each specifically described item of Covered Property is the Limit of Insurance shown for it in the Schedule of Covered Property attached to this Coverage Part.
- B. The most we will pay for coverage provided under
 1. B. Duplicate Media of SECTION I - COVERAGES is the lesser of \$50,000 or 25% of the total Limit of Insurance shown in the Declarations for "EDP Media."
 2. C. Newly Acquired Premises of SECTION I COVERAGES is \$250,000 per occurrence per location where the "loss" occurs.
 3. D. Newly Acquired Property of SECTION I COVERAGES is the lesser of \$500,000 or 25% of the total Limit of Insurance shown in the Declarations for "EDP Equipment."
 4. F. Debris Removal of SECTION I - COVERAGES is the lesser of \$50,000 or 5% of the total Limit of Insurance shown in the Declarations for Covered Property. This is the most we will pay per occurrence per location where the "loss" occurs.
 5. G. Pollutants and Contaminants of SECTION I COVERAGES is \$10,000.
 - a. This limit applies to all your pollutant and cleanup expenses incurred during each separate twelve-month period of this policy; and
 - b. Loss Condition J., REINSTATEMENT OF LIMIT OF INSURANCE, in the Commercial Inland Marine Conditions form does not apply.
 6. H. Fire Protection System Recharge of SECTION I - COVERAGES is \$10,000 per occurrence.
- C. Under 1. Business Income of SECTION I COVERAGES, the most we will pay for the loss of "business income" that you sustain:
 1. Per month is the Monthly Fraction shown in the Declarations multiplied by the limit of insurance shown in the Declarations for Business Income. A month is each period of thirty consecutive days after direct physical "loss."

2. In any one occurrence is the limit of insurance shown in the Declarations for Business Income.

- D. Under J. Extra Expense of SECTION I - COVERAGES, the most we will pay for "Extra Expense" that you incur in any one occurrence is the limit of insurance shown in the Declarations for Extra Expense.

SECTION VI -DEDUCTIBLES

A. BUSINESS INCOME

The following applies to amounts payable under I. Business Income of SECTION I - COVERAGES.

If the Business Income deductible shown in the Declarations is a:

1. Length of time, we will not pay for any loss of "business income" that you sustain during that period of time. The length of time begins on the date and time that your "normal" "operations" are interrupted.
2. Dollar amount, we will not pay for any loss of "business income" that you sustain until the amount of the adjusted loss (for Business Income) exceeds the deductible amount applicable to Business Income. We will then pay the actual loss of "business income" you sustain that is in excess of the deductible amount up to the applicable Limit of Insurance.

B. NO DEDUCTIBLE

No deductible applies to amounts payable under E. Extra Expense, F. Debris Removal, G. Pollutants and Contaminants, or G. Fire Protection System Recharge of SECTION I - COVERAGES.

C. OTHER COVERAGES

We will not pay for direct physical "loss" to Covered Property in any one occurrence until the amount of the adjusted "loss" exceeds the applicable Deductible amount shown in the Declarations. We will then pay the amount of the adjusted "loss" that is in excess of the applicable Deductible amount up to the applicable Limit of Insurance.

SECTION VII- REVISED AND ADDITIONAL, CONDITIONS

A. REVISED CONDITIONS

The Commercial Inland Marine Conditions and the Common Policy Conditions apply to this Coverage Part except as follows.

1. The following is added to Loss Condition C., DUTIES IN THE EVENT OF LOSS, in the Commercial Inland Marine Conditions. You must make every effort to return your business to "normal" "operations" as quickly as possible.

2. Loss Condition E., LOSS PAYMENT, in the Commercial Inland Marine Conditions is replaced by the following.

Loss Payment

- a. In the event of "loss" to Covered Property by a Covered Cause of Loss, at our option we may:

- (1) Take all or part of the property once we have paid for the "loss."
- (2) Pay the value of the lost or damaged Covered Property.
- (3) Replace the property with substantially identical property.
- (4) Pay the cost to repair, rebuild or restore the property to the condition it was in immediately before the "loss."

We will notify you of our intentions within thirty (30) days after we receive your signed sworn statement of loss.

- b. We will pay or make good any "loss" covered under this Coverage Part within thirty days after:

- (1) We reach agreement with you;
- (2) The entry of a final agreement; or
- (3) The filing of an appraisal award.

We will not be liable for any part of a "loss" that has been paid or made good by others.

- c. We will not pay for any increase in the cost of repairs or reconstruction because of any law, ordinance, regulation, permit, order, or license, which regulates construction or repair.

3. General Condition E., VALUATION, in the Commercial Inland Marine Conditions is replaced by the following.

Valuation

- a. The value of unscheduled "EDP media" will be the costs of reproducing the "EDP media." But we will pay only the cost of blank media if the "EDP media" that Sustained the "loss" is not replaced, reproduced, or duplicated.

The value of "EDP media" described in a schedule that is part of this Coverage Part will be the Limit of Insurance shown for the scheduled item.

But we will not pay more than the applicable Limit of Insurance.

- b. If Replacement Cost is indicated in the Declarations the value of "EDP equipment" will be the actual replacement cost (without deducting depreciation) of property that is like the property that sustained the "loss."

If Actual Cash Value is indicated in the Declarations the value of "EDP equipment" will be the least of the following:

- (1) The actual cash value of the property.

- (2) The cost of reasonably restoring the property to its condition immediately before "loss."
- (3) The cost of replacing the property with substantially identical property.

But we will not pay more than the applicable Limit of Insurance.

In the event of "loss" the value of the property will be determined as of the date of "loss."

- c. We will figure the actual loss of "business income" that you sustain based on:

- (1) The Net Income of the business before the direct physical "loss" occurred;
- (2) The probable net Income of the business if no direct physical "loss" had occurred;
- (3) The operating expense, including payroll expense, that are necessary to resume "operations" with the same quality of service that existed prior to the direct physical "loss"; and
- (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;
 - (b) Bills, invoices, and other vouchers; and
 - (c) Deeds, liens, or contracts.

B. ADDITIONAL CONDITIONS

1. Coinsurance - Penalty

All "EDP equipment" that is Covered Property must be insured for at least the Coinsurance Percentage shown in the Declarations times its value as of the date of "loss" or you will incur a penalty.

The penalty is that we will pay only a percentage of any adjusted "loss" as determined in the following steps:

- a. Step 1 – The applicable Limit of Insurance will be divided by the Coinsurance Percentage shown in the Declarations times the full value of the property as of the date of "loss."
- b. Step 2 – We will then multiply the amount of covered "loss" by the percent determined in Step 1 above.

This condition applies before the application of SECTION VI – DEDUCTIBLES.

2. Constructive Total Loss

There shall not be any constructive total loss under this Coverage Part.

3. Coverage Territory

Except as limited by other provisions of this Coverage Part, Coverage Territory means:

- a. The continental United States of America; and
- b. Canada.

But coverage is not provided within Alaska or in transit to or from Alaska.

4. Minimum Premium

If this Coverage Part is cancelled, we will keep at least the Minimum Premium amount shown in this Coverage Parts Declarations. This condition does not apply if this Coverage Part is cancelled as of its inception date.

SECTION VIII – DEFINITIONS

A. "Business income" means:

1. Net income (net profit or loss before income taxes) that would have been earned or incurred, and
2. Continuing "normal" operating expenses incurred, including payroll.

B. "EDP equipment" is all electronic property performing electronic data-processing or communication functions; for example, computer systems comprised of hardware, peripherals, cables, wiring, and other components that are part of the system. "EDP equipment" does not include any property that is "EDP media."

C. "EDP media" is:

1. All property on which data and programs are recorded and stored, such as diskettes, magnetic tapes, and cards. But this property does not include memory chips within Computers or its peripherals.
2. Facts, concepts, data, or instructions (including programs) converted to a form usable in electronic data-processing equipment.

D. "Extra expense" means expenses incurred:

1. To avoid or minimize the suspension of business and to continue "operations."
2. To minimize the suspension of business if you can not continue "operations."
3. To repair or replace Covered Property including costs to research, replace, or restore information on damaged "EDP media" that is Covered Property. We will pay these expenses only to the extent such expenses reduce the actual loss of "business income" that we would otherwise be liable for under this Coverage Part.

E. "Flood of Surface Water" means: flood, flash floods, surface water, waves, tides, tidewater, tidal waves, the rising or overflowing of any body of water, or their spray or runoff, all whether or not driven by wind.

F. "Loss" means accidental loss or damage.

G. "Normal" means the condition that would have existed had no "loss" incurred.

H. "Operations" are the type of business activities, pertaining to Covered Property, occurring at your "premises."

I. "Period of restoration" begins on the date "loss" occurs and ends on the date when damaged property should, with reasonable speed, be repaired, rebuilt, or replaced. "Period of restoration" does not include any increased period attributed to:

1. The enforcement of any law, ordinance, order, rule, or ruling that:
 - a. Prohibits, regulates, or restricts the alteration, construction, installation, operation, use, or repair of any property.
 - b. Requires the tearing down or demolition of any property.
 - c. 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."

2. Delays in:

- a. Rebuilding, repairing, or replacing property; or
 - b. Resumption or continuation of "operations"; resulting from interference by strikers or other persons.
3. The suspension, lapse, cancellation, repeal, or refusal of, or any delay in the granting of, any license, lease, permit, contract, or order.

J. "Pollutants" means any of the following that pollute land, air, water, or other property.

1. Solid, liquid, or semiliquid; or
2. Gaseous or thermal;

irritants or contaminants, including smoke, soot, vapor, fumes, acids, alkalis, chemicals, and waste.

Waste includes materials to be recycled, reconditioned, or reclaimed.

K. "Premises" means that interior portion of a building, that you occupy for your business.

L. "Trojan horses" are any program that, when initially called for execution, immediately does some form of damage to a computer system.

M. "Viruses" are any piece of computer code that replicates, reproduces, or propagates itself in its own image or, in the process of replication, reproduction, or propagation, may mutate. "Viruses" may contaminate or destroy data, programs, or computer operating systems

N. "Worms" are programs that wait for a significant event (usually prescribed) to occur and then do some form of damage to a computer system.

SERFF Tracking Number: *OCCD-125631636* *State:* *Arkansas*
Filing Company: *Occidental Fire & Casualty Company of North Carolina* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *08-268*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0005 Other Commercial Inland Marine*
Product Name: *Commercial Inland Marine-Habitational Risks*
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: OCCD-125631636 State: Arkansas
Filing Company: Occidental Fire & Casualty Company of North Carolina State Tracking Number: EFT \$50
Company Tracking Number: 08-268
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: Commercial Inland Marine-Habitational Risks
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 05/08/2008

Comments:

Attachment:

P&C Transmittal-IM.pdf

Satisfied -Name: Form Filing Schedule **Review Status:** Approved 05/08/2008

Comments:

Attachment:

IM Form Filing Schedule.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 05/08/2008

Comments:

Attachment:

IM-Form.pdf

Property & Casualty Transmittal Document

<p>1. Reserved for Insurance Dept. Use Only</p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <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> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
IAT Group	23248

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Occidental Fire & Casualty Company of NC	North Carolina	23248	84-0513811	N/A

5. Company Tracking Number	08-268
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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
	Latesha Debnam	State Filing Technician	(800) 525-7486 ext. 3311	(919) 833-8535	ldebnam@ofc-wic.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Latesha Debnam

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

9.	Type of Insurance (TOI)	9.0 Inland Marine
10.	Sub-Type of Insurance (Sub-TOI)	9.0005 Other Commercial Inland Marine
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: 06/01/2008 Renewal: 06/01/2008

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16.	Reference Organization (if applicable)	Insurance Services Office (ISO)
17.	Reference Organization # & Title	CM-2003-OMF03
18.	Company's Date of Filing	5/01/2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	08-268
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We are filing our initial forms for our Commercial Inland Marine-Habitational Risk Program.

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]
<p>Check #: N/A Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

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

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

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

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

FORM FILING SCHEDULE

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

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

1.	This filing transmittal is part of Company Tracking #	08-268			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>				
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	Advisory Notice/Mold Exclusion	AP 0002 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Terrorism Exclusion	AP 0003 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Schedule of Named Insured(s)	AP 0004 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Schedule of Locations	AP 0005 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Important Notice/Computer Random Attack	AP 0017 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Endorsement Computer Random Attack	AP 0026 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Endorsement "Mold or other Fungi" Exclusion	AP 0027 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Electronic Data Processing Coverage Part-Declarations	AP 0031 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Electronic Data Processing Coverage Form	AP 0031 02/08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

**Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

Occidental Fire & Casualty Company of North Carolina

702 OBERLIN ROAD, BOX 10800, RALEIGH, NORTH CAROLINA 27605 (919) 833-1600 1-800-7486 (National) 1-800-342-0753 (In N.C.)

April 29, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

RE: Occidental Fire & Casualty Company of North Carolina
FEIN# 84-0513811 NAIC# 23248
Commercial Inland Marine – Habitational Risks
Filing Number: 08-268

Dear Director Bowman:

Occidental Fire & Casualty Company of North Carolina, a member of IAT Group, is a subscriber of the Insurance Services Office (ISO) and has authorized them to file rules and forms on our behalf for Commercial Inland Marine coverage to the extent permitted by law. At this time we are filing our initial forms for our Commercial Inland Marine-Habitational Risk Program.

This program includes, but is not limited to:

- Apartments and Condominiums
- Homeowner Association Risks (including common areas)
- Manufactured Housing Parks
- Motels and Hotel

We file to adopt all the current forms contained in ISO Filing Designation Number CM-2003-OMF03 (including Supplement and Amendment) and subsequent. In addition, we are filing the following declarations and independent forms to be used with the ISO forms:

<u>Form Number/Edition</u>	<u>Description</u>
AP 0002 02/08	Advisory Notice/Mold Exclusion
AP 0003 02/08	Terrorism Exclusion
AP 0004 02/08	Schedule of Named Insured(s)
AP 0005 02/08	Schedule of Locations
AP 0017 02/08	Important Notice/Computer Random Attack
AP 0026 02/08	Endorsement Computer Random Attack
AP 0027 02/08	Endorsement “Mold or other Fungi” Exclusion
AP 0031 02/08	Electronic Data Processing Coverage Part-Declarations
AP 0032 02/08	Electronic Data Processing Coverage Form

Under separate cover, we have made a companion loss costs filing to be effective with the approval of this form filing.

We request these forms to become effective on or after June 1, 2008.

If you have any questions, please feel free to contact me at (800) 525-7486 ext. 3311 or by e-mail at ldebnam@ofc-wic.com.

Kind Regards,

Latesha Debnam
Regulatory Compliance
State Filing Technician