

SERFF Tracking Number: ACEH-125663465 State: Arkansas
Filing Company: Pacific Employers Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08-CML-2007681
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
Liability
Product Name: 08-CML-2007681
Project Name/Number: ISO COMMERCIAL LINES PORTFOLIO PROGRAM/08-CML-2007681

Filing at a Glance

Company: Pacific Employers Insurance Company

Product Name: 08-CML-2007681

SERFF Tr Num: ACEH-125663465 State: Arkansas

TOI: 05.0 Commercial Multi-Peril - Liability &
Non-Liability

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 05.0003 Commercial Package

Co Tr Num: 08-CML-2007681

State Status: Fees verified and
received

Filing Type: Form

Co Status:

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

Authors: Connie McFarlane, Karen
Schwabe, Renice Cox

Disposition Date: 06/16/2008

Date Submitted: 05/27/2008

Disposition Status: Approved

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

Effective Date (New): 03/01/2009

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

Effective Date (Renewal):
03/01/2009

State Filing Description:

General Information

Project Name: ISO COMMERCIAL LINES PORTFOLIO PROGRAM

Status of Filing in Domicile: Pending

Project Number: 08-CML-2007681

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 06/16/2008

State Status Changed: 06/16/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is to introduce independent forms which contain commonly requested extensions of coverage needed by our Life Sciences and Long Term Care policyholders. These forms will be utilized in conjunction with our ISO Commercial Portfolio Program filings.

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The associated usage rules are also attached as well as documentation in support of the applicable charges for each endorsement.

Company and Contact

Filing Contact Information

Renice Cox, Regulatory Specialist renice.cox@ace-ina.com
 436 Walnut Street, WB04G (215) 640-4876 [Phone]
 Philadelphia, PA 19106 (215) 640-4986[FAX]

Filing Company Information

Pacific Employers Insurance Company CoCode: 22748 State of Domicile: Pennsylvania
 PO Box 1000 Group Code: 626 Company Type:
 436 Walnut Street
 Philadelphia, PA 19106 Group Name: State ID Number:
 (215) 640-5123 ext. [Phone] FEIN Number: 95-1077060

Filing Fees

Fee Required? Yes
 Fee Amount: \$25.00
 Retaliatory? No
 Fee Explanation: \$25.00 x 1 Company
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pacific Employers Insurance Company	\$25.00	06/09/2008	20737827
Pacific Employers Insurance Company	\$25.00	05/27/2008	20510406

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/16/2008	06/16/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Filing Fee	Note To Filer	Llyweyia Rawlins	06/06/2008	06/06/2008

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Disposition

Disposition Date: 06/16/2008

Effective Date (New): 03/01/2009

Effective Date (Renewal): 03/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125663465 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	FILE MEMO	Approved	Yes
Form	LIFE SCIENCES PROERTY EXTENSION	Approved	Yes
Form	LONG TERM CARE PROPERTY EXTENSION	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	LIFE SCIENCES PROPERTY EXTENSION	FA-23317	(09/07)	Endorseme New nt/Amendm ent/Condi ons		0.00	Life Sciences Property Extension, FA- 23317.pdf
Approved	LONG TERM CARE PROPERTY EXTENSION	FA-23318	(09/07)	Endorseme New nt/Amendm ent/Condi ons		0.00	Long Term Care Property Extension, FA- 23318.pdf

LIFE SCIENCES PROPERTY EXTENSION

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
CAUSES OF LOSS SPECIAL FORM
COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)
ACCOUNTS RECEIVABLE COVERAGE FORM**

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

It is agreed that:

1. Section 5. Coverage Extensions of the Business and Personal Property Coverage form is deleted entirely and replaced by the following:

5. Coverage Extension

Except as otherwise provided, the following extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1000 feet of the described premises.

If a coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

A. Newly-Acquired or Constructed Property

(1) Buildings

If this policy covers Buildings, such coverage is extended to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

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

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, such coverage is extended to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
 - (ii) Business personal property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
 - (iii) Business personal property that you newly acquire, located at the described premises.

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

(b) This extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Business Income and extra Expense

In addition, if you have a limit for Business Income shown in the Declarations, your coverage is extended to apply to newly-acquired or constructed property. The most we will pay for Business Income and Extra Expense at a newly-acquired location is \$250,000 and the deductible shown in the Declarations applicable to Business Income and Extra Expense will apply.

You agree to notify us as soon as possible after you acquire or construct such property

(4) Period of Coverage for all Newly Acquired or Constructed Property Coverage Extensions:

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report the values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

B. Property Off Premises

(1) The insurance provided by this coverage form is extended to apply to your Covered Property while it is away from the described premises, if it is:

- (a) Temporarily at a location you do not own, lease or operate;
- (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
- (c) At any fair, trade show or exhibition.

(2) This extension does not apply to property:

- (a) In or on a vehicle; or
- (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.

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

C. Valuable Papers And Records (Other Than Electronic Data)

(1) The insurance that applies to your Business Personal Property is extended to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Section A, Coverage, 2, Property Not Covered, n, Electronic Data.

(2) If the Causes Of Loss-Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in Section G, Definitions, 2 of that form, and Collapse as set forth in that form.

- (3) Under this Extension, the most we will pay to replace or restore the lost information is \$25,000 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The cost of blank material and labor are subject to the applicable Limit of Insurance on your Business Personal Property and therefore coverage of such costs is not additional insurance.

D. Personal Effects and Property of Others

The insurance that applies to Your Business Personal Property is extended to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this extension is \$5,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

E. Ordinance or Law

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

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

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

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

However:

- (1) similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
 - (2) We will not pay for any increased cost of construction if the building is not repaired, reconstructed or remodeled.
- d. The following loss payment provisions apply:
 - (1) For Demolition Cost, we will pay the amount you actually spend to demolish and clear the site of the described premises up to \$100,000 whichever is less.
 - (2) With respect to the Increased Cost of Construction:
 - (a) We will not pay for the increased cost of construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, but not to exceed 2 years. We may extend this period in writing during the 2 years.

- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
- (c) If the ordinance or law requires relocation to other premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises
- (d) The most we will pay for Increased Cost of Construction is \$100,000.

The Coinsurance Condition in Section F., Additional Conditions, of the Business and Personal Property Coverage Form does not apply to Demolition or Increased Costs of Construction coverage.

(3) We will not pay under this Extension for

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

(4) We will not pay for loss due to any ordinance or law that:

- (i) You were required to comply with before the loss, even if the building was undamaged; and
- (ii) You failed to comply with.

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

F. Outdoor Signs

The insurance provided by this Coverage Form is extended to apply to outdoor signs:

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

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

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

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

G. Back-up of Sewers and Drains

The insurance provided by this Coverage Form is extended to apply to loss or damage to Covered Property caused by or resulting from:

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

(c) Doors, windows or other openings.

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

H. Fine Arts Coverage

The insurance that applies to Your Business Personal Property or Personal Property of Others is extended to apply to Fine Arts.

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

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

J. Fire Extinguisher Systems Expense

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

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

The most we will pay under this coverage extension is \$1,000. in any one occurrence. No deductible applies to this coverage extension.

K. Research & Development Expenditures

If you have a limit for Business Income shown in the Declarations, we will indemnify you for your "research expenditure" and for your "increase in costs to continue your research and development". This coverage will apply if your operations are interrupted as a result of a covered loss to Covered Property insured under the Building and Personal Property Coverage Form.

"Research expenditure" is the total cost for you to operate your research and development operations including normal operating expenses and payroll. We will not indemnify you for any expenses which do not continue while your operations are interrupted or which are already covered under the direct damage portion of your contract.

"Increase in costs to continue your research and development" are any reasonable additional costs incurred by you which are necessary in order to reduce the interruption to your operations and enable you to continue your research as quickly as possible under conditions which were similar to those which existed before the covered loss. These costs might include, but not be limited to, renting temporary lab space or leasing new equipment.

What We Will Pay for Research Expenditures

Your weekly recovery will be no more than one fiftieth of the Business Income Limit shown on the Declarations plus the "increase in costs to continue your research and development". Your recovery period will begin on the date of the covered loss and continue until your premises have been repaired, but not longer than 12 months. If your policy expires before we have paid you all amounts to which you are entitled for a "covered loss" that occurred during the policy period, we will continue to make payments after the expiration date.

L. Loss Data Preparation

We will pay up to \$2,000 for costs you incur in preparing loss data we require after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your covered loss.

No deductible applies to this extension.

M. Reward Coverage

We will pay 10% of the loss or damage up to \$25,000 as a reward to any person or persons, other than you, your officers or partners, for information resulting in the arrest of any one or more person who are then convicted of committing arson or burglary which resulted in a Covered Cause of Loss under this policy. For the purposes of this extension, "premises" means the interior of your building. We will be the sole judge as to the person or persons to whom a reward is paid and as to the size of the reward.

N. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$10,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage

2. The Commercial Crime Policy (Loss Sustained Form) is amended as follows:

A. Money and Securities

The Limits of Insurance for the coverage provided under the following Insuring Agreements in the Commercial Crime Coverage Form (Loss Sustained Form) is as follows:

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

The Limit of Insurance is the most we will pay for all loss resulting directly from any one "occurrence" at each described premises, unless a higher Limit of Insurance is shown in the Declarations. A special deductible of \$500 applies unless a higher deductible is shown in the Declarations. Unless any provision therein conflicts with anything stated within this coverage extension, the provisions of Section B, Limits of Insurance of the Commercial Crime Coverage Form apply.

3. **Accounts Receivable**

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

4. Section B, Exclusions, of the Causes of Loss-Special Form is amended by deleting Exclusion 1, d, Nuclear Hazard in its entirety and replacing it with the following:

- d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination however caused, except radioactive contamination resulting from an accidental release or escape, during the policy period and at the insured location, of radioactive material intended for use in your normal operations, provided that the loss is reported to us within 180 days of the direct physical loss or damage or within 180 days of the end of the policy period, whichever comes first.

If nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

2. Section B, Exclusions, exclusion 2., I. of the Causes of Loss – Special Form, is amended by adding the following:

This exclusion I. shall not apply to:

1. Radioactive contamination resulting from an accidental release or escape, during the policy period and at the insured location, of radioactive material intended for use in your normal operations; or
2. Contamination resulting from an accidental release or escape, during the policy period and at the insured location, of “biological agents”;

provided that the loss under 1) or 2) above is reported to us within 180 days of the physical loss or within 180 days of the end of the policy period, whichever comes first.

For the purposes of this exclusion, “biological agents” means those agents or materials comprised of living organisms.

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

All other terms and conditions of this policy remain unchanged.

Authorized Agent

LONG TERM CARE PROPERTY EXTENSION

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM
EXTRA EXPENSE COVERAGE FORM
CAUSES OF LOSS – SPECIAL FORM
COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)
ACCOUNTS RECEIVABLE COVERAGE FORM

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

It is agreed that:

1. Section 5. Coverage Extensions of the Business And Personal Property Coverage Form is deleted entirely and replaced by the following:

5. Coverage Extensions

Except as otherwise provided, the following extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1000 feet of the described premises.

If a coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows;

A. Newly-Acquired or Constructed Property

(1) Buildings

If this policy covers Building, such coverage is extended to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

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

(2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, such coverage is extended to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions;
 - (ii) Business personal property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
 - (iii) Business personal property that you newly acquire, located at the described premises.

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

- (b) This extension does not apply to:
 - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
 - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) **Business Income and Extra Expense**

In addition, if you have a limit for Business Income shown in the Declarations, your coverage is extended to apply to newly-acquired or constructed property. The most we will pay for Business Income and Extra Expense at a newly-acquired location is \$250,000 and the deductible shown in the Declarations applicable to Business Income and Extra Expense will apply.

You agree to notify us as soon as possible after you acquire or construct such property.

(4) **Period of Coverage for the Newly Acquired or Constructed Property Coverage Extension**

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- (a) This policy expires;
- (b) 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report the values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

B. Property Off Premises

- (1) The insurance provided by this coverage form is extended to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$25,000.

C. Valuable Papers And Records (Other Than Electronic Data)

- (1) The insurance that applies to your Business Personal Property is extended to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Section A, Coverage, 2, Property Not Covered-Electronic Data.
- (2) If the Causes Of Loss-Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in Section G, Definitions, 2 of that form, and Collapse as set forth in that form.

- (3) Under this Extension, the most we will pay to replace or restore the lost information is \$25,000 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The cost of blank material and labor are subject to the applicable Limit of Insurance

D. Personal Effects And Property Of Others

The insurance that applies to Your Business Personal Property is extended to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this extension is \$5,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

E. Ordinance or Law

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

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

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

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

However:

- (1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
 - (2) We will not pay for any increased cost of construction if the building is not repaired, reconstructed or remodeled.
- d. The following loss payment provisions apply:
 - (1) For Demolition Cost, we will pay the amount you actually spend to demolish and clear the site of the described premises up to \$100,000 whichever is less.
 - (2) With respect to the Increased Cost of Construction:
 - (a) We will not pay for the increased cost of construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, but not to exceed 2 years. We may extend this period in writing during the 2 years.

- (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
- (c) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.
- (d) The most we will pay for Increased Cost of Construction is \$100,000.
- (e) The Coinsurance Condition in Section F. Additional Conditions, of the Building and Personal Property Coverage Form does not apply to Demolition or Increased Costs of Construction coverage.
- (f) We will not pay under this Extension for:
 - (1) Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - (2) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants," "fungus", wet or dry rot or bacteria.
- (g) We will not pay for loss due to any ordinance or law that:
 - (1) You were required to comply with before the loss, even if the building was undamaged; and
 - (2) You failed to comply with.
- (h) The coverage provided by this Additional Coverage will not increase the Limits of Insurance provided in this Coverage Form.

F. Outdoor Signs

The insurance provided by this Coverage Form is extended to apply to outdoor signs:

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

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

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

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

G. Back-up of Sewers and Drains

The insurance provided by this Coverage Form is extended to apply to loss or damage to Covered Property caused by or resulting from:

- 1. Water or water-borne material that backs up or overflows from a sewer, drain or pump; or
- 2. Water or water-borne material, under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;

- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings.

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

H. Fine Arts Coverage

The insurance that applies to Your Business Personal Property or Personal Property of Others is extended to apply to Fine Arts.

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

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

I. Fire Extinguisher Systems Expense

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

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

The most we will pay under this coverage extension is \$1,000 in any one occurrence. No deductible applies to this coverage extension.

J. Emergency Vacating Expense

We will pay up to \$25,000 for the reasonable "evacuation expenses" that you incur during the policy period as a direct result of an "emergency evacuation" that occurs after the date this emergency vacating expense coverage was first provided by us.

Coverage will apply even if the external event or condition on your "premises" is not the result of a Covered Cause of Loss.

But we won't cover your expenses if the vacating is a result of:

1. a planned evacuation drill;
2. the evacuation of residents because of their medical condition; or
3. the transfer or discharge of patients.

None of the exclusions set forth in the Causes of Loss (Special Form) apply to this coverage except the "war," "nuclear activity," and "government activity" exclusions.

This coverage is in addition to your other property coverages and will not reduce the amount we will pay for any other covered loss.

No deductible applies to this extension.

"Evacuation Expenses" mean the reasonable expenses you actually incur as a direct result of an "emergency evacuation" of residents from your long term care facilities such as the transportation costs incurred for transporting such residents and the costs to lodge such residents at the new location. Evacuation expenses shall not include any salaries, benefit expenses, remuneration, or overhead of the Named Insured.

"Emergency Evacuation" means the vacating of fifteen or more of your residents from one or more of your long term care facilities to another location due to an external event or condition on such premises that puts your residents in imminent danger of harm or loss of life.

For example:

If local authorities order the emergency evacuation of your nursing home because of a hurricane warning, we will pay for the reasonable expenses that you incur in evacuating your nursing home.

K. Loss Data Preparation

We will pay up to \$2,000 for costs you incur in preparing loss data we require after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your covered loss.

No deductible applies to this extension.

L. Reward Coverage

We will pay 10% of the loss or damage up to \$25,000 as a reward to any person or persons, other than you, your officers or partners, for information resulting in the arrest of any one or more person who are then convicted of committing arson or burglary which resulted in a Covered Cause of Loss under this policy. For the purposes of this extension, "premises" means the interior of your building. We will be the sole judge as to the person or persons to whom a reward is paid and as to the size of the reward. The coverage limit includes any advertising expense you incur in posting the reward.

M. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$10,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Coverage Extension.

N. Residents' Property

1. Personal Effects - We will pay for loss or damage to "personal effects" belonging to residents of your facility, such as clothing, luggage, and radios, but not including "money" and "securities" up to:

- a. \$ 5,000 for "personal effects" of any one resident while the items are at a "covered location" and for up to 180 days at a newly-acquired location.
- b. \$25,000 for "personal effects" belonging to all residents in any one "occurrence" while the items are at a "covered location" and for up to 180 days at a newly-acquired location.
- c. \$25,000 for "personal effects" of residents in any one "occurrence" if the loss or damage occurs in transit or temporarily off your "premises." The loss or damage must occur while the residents are under your supervision or the supervision of your "employees" or you are responsible for transporting the property.

However, if the owner has other insurance that also covers their "personal effects," we will only pay for the amount of the "covered loss" that exceeds the amount recovered from the other insurance policy up to the limits shown above.

No deductible applies to this Residents' Property - "Personal Effects" coverage.

2. **"Money" and "Securities"** - We will pay for loss of "money" and "securities" belonging to residents of your facility from a covered cause of loss up to a limit of \$3,000 in any one "occurrence."

Losses that result from a series of related acts committed by one or more persons or organizations are a single "occurrence."

We will cover the loss of "money" or "securities" that are either:

1. Inside the insured "premises" or inside a building occupied by a banking institution or similar safe depository;
2. In the possession of an armored vehicle company;
3. In the possession of you, your partners, officers, directors, or administrators of your business, or of "employees" who are legally holding them. This is so regardless of where any of these people may be within the "coverage territory" at the time of the loss.

But, if the "money" or "securities" are in the possession of a resident, the loss must occur inside the insured "premises" and the coverage limits are:

\$300 per resident with a maximum of \$3,000 in any one "occurrence".

We will not cover loss to "money" and "securities" under any of the following circumstances:

- 1) "War";
- 2) "Nuclear Activity";
- 3) Illegal Acts of "Employees." We won't cover losses, except by "robbery" or "burglary" from a safe, resulting from fraudulent, dishonest, or criminal acts that are committed by a director, officer, trustee, or "employee" (whether he or she is working or not).
- 4) Sales or Purchases. We won't cover any loss of "money" or "securities" that arises from a sale, exchange, or purchase transaction.
- 5) Accounting Errors. We won't cover losses due to accounting, mathematical, or record-keeping errors.
- 6) "Money" in Vending Machines. We won't cover the loss of "money" from vending machines or other coin-operated devices unless the machine or device automatically records the total amount of "money" deposited in it.
- 7) Books and Records. We won't cover loss or damage from crime to records, books of account, or manuscripts.
- 8) The amount we will pay for any loss of "securities" is the "actual cash value" of the "securities" at the of the last business day before the loss was discovered. And we will not pay for any loss of income, including interest or dividends, that occurs as a result of a loss we do cover.

A special deductible of \$250 applies to Residents' Property - "Money and Securities."

Coverage under this extension does not apply to "personal effects" or "money and securities" belonging to tenants of residential units other than residents of your facility.

4. Definitions – Solely with respect to the coverage provided under this Residents' Property provision:

- A. **“Personal effects”** means property other than “money” and “securities” that belongs to an individual and is devoted primarily to that individual’s personal use; for example, clothing, luggage, household furnishings or writing materials.
- B. **“Money”** means currency, coins, bank notes, bullion and travelers checks, registered checks and “money” orders held for sale.
- C. **“Securities”** means negotiable and nonnegotiable instruments or “contracts” that represent property or obligations to pay “money”. Stamps, including revenue stamps, are “securities”; so are tokens and tickets. However stamps are only covered for their face value. “Money” is not considered to be “securities”.
- D. **“Contracts”** means an agreement you enter into with someone else relating to the operations of your business.
- E. **“Occurrence”** means an accident, including continuous or repeated exposure to the same event, that results, during the policy period, in loss or damage to your property.
- F. **“Covered Location”** means a location whose address is given in the Declarations.
- G. **“Premises”** means a plot of ground, a building or a portion of a building that you use to conduct your business activities. Your “premises” means the “premises” described by the addresses listed in the Declarations.
- H. **“Nuclear activity”** means loss from nuclear reaction, nuclear radiation or radioactive contamination, whether deliberate or accidental, controlled or uncontrolled; and whether or not the loss is direct or indirect, proximate or remote, or is contributed to or aggravated by a covered cause of loss. But it does not include explosion, fire or smoke.
- I. **“War”** means any of the following:
 - 1. Hostile or belligerent action, including action in hindering, combating or defending against an actual, impending or expected attack by:
 - a. any government or sovereign power (de jure or de facto);
 - b. any military, naval, air or nuclear forces; or
 - c. any agent of such government, power, authority or forces.
 - 2. Insurrection, invasion, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an event.

O. Accounts Receivable

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

All other terms, conditions and exclusions of this policy remain unchanged.



Authorized Agent

SERFF Tracking Number: ACEH-125663465 State: Arkansas
Filing Company: Pacific Employers Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08-CML-2007681
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
Liability
Product Name: 08-CML-2007681
Project Name/Number: ISO COMMERCIAL LINES PORTFOLIO PROGRAM/08-CML-2007681

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 06/16/2008

Comments:

Attachments:

AR TRANS DOC F.pdf
FORMS SCHEDULE PAGE.doc.pdf

Satisfied -Name: FILE MEMO **Review Status:** Approved 06/16/2008

Comments:

Attachment:

Filing Memo.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
ACE USA	626

4. Company Name(s)	Domicile	NAIC #	FEIN #
Pacific Employers Insurance Company	PA	22748	95-1077060

5. Company Tracking Number	08-CML-2007681 F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

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

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

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

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

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)		
17.	Reference Organization # & Title		
18.	Company's Date of Filing	5/23/08	
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	08-CML-2007681 F
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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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The purpose of this filing is to introduce the following independent forms which contain commonly requested extensions of coverage needed by our Life Sciences and Long Term Care policyholders. These forms will be utilized in conjunction with our ISO Commercial Portfolio Program filings.

- + Life Sciences Extensions of Property Coverage, **FA-23317**, an optional endorsement that may be used with Life Science policies. A flat charge applies per policy depending on the number of locations.
- + Long Term Care Property Extensions of Property Coverage, **FA-23318**, an optional endorsement that may be used with Long Term Care policies. A flat charge applies per policy depending on the number of locations.

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 #: EFT Amount: 25.00</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.)**

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-CML-2007681 F			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	08-CML-2007681 R			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Life Sciences Property Extension	FA-23317 (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Long Term Care Property Extension	FA-23318 (09/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FILING MEMORANDUM

The purpose of this filing is to introduce the following independent forms which contain commonly requested extensions of coverage needed by our Life Sciences and Long Term Care policyholders. These forms will be utilized in conjunction with our ISO Commercial Portfolio Program filings:

- ✚ Life Sciences Extensions of Property Coverage, **FA-23317**, an optional endorsement that may be used with Life Science policies. A flat charge applies per policy depending on the number of locations.
- ✚ Long Term Care Property Extensions of Property Coverage, **FA-23318**, an optional endorsement that may be used with Long Term Care policies. A flat charge applies per policy depending on the number of locations.

The associated usage rules are also attached as well as documentation in support of the applicable charges for each endorsement.

The SIC codes associated with these business segments are as follows:

✚ Life Sciences

Drugs

- 2834 Pharmaceutical preparations
- 2835 In vitro and in vivo diagnostic substances
- 2836 Biological products, except diagnostic substances

Surgical, Medical, and Dental Instruments and Supplies

- 3841 Surgical and medical instruments and apparatus
- 3842 Orthopedic, prosthetic, and surgical appliances and supplies
- 3843 Dental equipment and supplies
- 3844 X - Ray apparatus and tubes and related irradiation apparatus
- 3845 Electromedical and electrotherapeutic apparatus

Professional and Commercial Equipment and Supplies

- 5047 Medical, dental, and hospital equipment and supplies

Research and Development Testing Services

- 8731 Commercial physical and biological research
- 8732 Commercial economic, sociological, and educational research
- 8733 Noncommercial research organizations
- 8734 Testing laboratories

✚ Long-Term Care

Real Estate Operators (Except Developers) and Lessors

- 6513 Operators of apartment buildings
- 6514 Operators of dwellings other than apartment buildings

Nursing and Personal Care Facilities

- 8051 Skilled nursing care facilities
- 8052 Intermediate care facilities
- 8059 Nursing and personal care facilities, nec

We propose implementing these changes effective March 1, 2009.