

SERFF Tracking Number: CNAB-125701678 State: Arkansas
First Filing Company: Continental Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 08-F3170
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
Liability
Product Name: Commercial Multi Peril
Project Name/Number: Tailored Commercial Program Plus (TCPP)/08-F3170

Filing at a Glance

Companies: Continental Insurance Company, American Casualty Company of Reading PA, National Fire Insurance Company of Hartford, Transportation Insurance Company, Valley Forge Insurance Company, Continental Casualty Company

Product Name: Commercial Multi Peril	SERFF Tr Num: CNAB-125701678	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-F3170	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Authors: Roberta Cooper, Ruby McGhee	Disposition Date: 06/25/2008
	Date Submitted: 06/24/2008	Disposition Status: Approved
Effective Date Requested (New): 09/01/2008		Effective Date (New): 09/01/2008
Effective Date Requested (Renewal): 09/01/2008		Effective Date (Renewal): 09/01/2008

State Filing Description:

General Information

Project Name: Tailored Commercial Program Plus (TCPP)
Project Number: 08-F3170

Status of Filing in Domicile: Pending
Domicile Status Comments: We are filing simultaneously in all states and the District of Columbia.

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 06/25/2008

State Status Changed: 06/25/2008

Deemer Date:

Corresponding Filing Tracking Number:

SERFF Tracking Number: CNAB-125701678 State: Arkansas
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 Project Name/Number: Tailored Commercial Program Plus (TCPP)/08-F3170

Filing Description:

We are filing forms G-300577-A (Commercial Real Estate & Property Owners' Extension Endorsement) and G-16348-D (Flood Coverage Endorsement) for use with our Tailored Commercial Program Plus (TCPP) coverage. This filing is further detailed in the attached Forms & Rule Filing Memorandum.

We are proposing a September 1, 2008 written date for this filing.

Company and Contact

Filing Contact Information

Ruby G. McGhee, State Filing Analyst ruby.mcghee@cna.com
 333 S. Wabash (312) 822-4344 [Phone]
 Chicago, IL 60685 (312) 755-2394[FAX]

Filing Company Information

Continental Insurance Company 333 South Wabash 37th Floor Chicago, IL 60604 (312) 822-4292 ext. [Phone]	CoCode: 35289 Group Code: 218 Group Name: CNA Insurance Companies FEIN Number: 13-5010440 -----	State of Domicile: Pennsylvania Company Type: Property and Casualty State ID Number:
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American Casualty Company of Reading PA 333 South Wabash 37th Floor Chicago, IL 60604 (312) 822-4292 ext. [Phone]	CoCode: 20427 Group Code: 218 Group Name: CNA Insurance Companies FEIN Number: 23-0342560 -----	State of Domicile: Pennsylvania Company Type: Property and Casualty State ID Number:
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National Fire Insurance Company of Hartford 333 South Wabash	CoCode: 20478 Group Code: 218	State of Domicile: Illinois Company Type: Property and Casualty
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37th Floor

Chicago, IL 60604

(312) 822-4292 ext. [Phone]

Transportation Insurance Company
333 South Wabash

37th Floor

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(312) 822-4292 ext. [Phone]

Valley Forge Insurance Company
333 South Wabash

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Continental Casualty Company
333 South Wabash

Chicago , IL 60604

(312) 822-4292 ext. [Phone]

Group Name: CNA Insurance
Companies

FEIN Number: 06-0464510

CoCode: 20494

Group Code: 218

Group Name: CNA Insurance
Companies

FEIN Number: 36-1877247

CoCode: 20508

Group Code: 218

Group Name: CNA Insurance
Companies

FEIN Number: 23-1620527

CoCode: 20443

Group Code: 218

Group Name: CNA Insurance
Companies

FEIN Number: 36-2114545

State ID Number:

State of Domicile: Illinois
Company Type: Property and
Casualty

State ID Number:

State of Domicile: Pennsylvania
Company Type: Property and
Casualty

State ID Number:

State of Domicile: Illinois
Company Type: Property and
Casualty

State ID Number:

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/25/2008	06/25/2008

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Disposition

Disposition Date: 06/25/2008
Effective Date (New): 09/01/2008
Effective Date (Renewal): 09/01/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

SERFF Tracking Number: CNAB-125701678 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	Forms & Rule Filing Memorandum	Approved	Yes
Supporting Document	Forms Comparison	Approved	Yes
Form	Commercial Real Estate & Property Owners' Extension Endorsement	Approved	Yes
Form	Flood Coverage Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Commercial Real Estate & Property A Owners' Extension Endorsement	G-300577-03/08		Endorsement/New Amendment/Conditions		0.00	08-F3170 (G-300577-A).pdf
Approved	Flood Coverage Endorsement	G-16348-D	05/08	Endorsement/Replacement/Amendment/Conditions	Replaced Form #: G-16348-C Previous Filing #: Approved 08/15/07	0.00	08-F3170 Flood Coverage-G-16348-D (Filing).pdf

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL REAL ESTATE & PROPERTY OWNERS' EXTENSION ENDORSEMENT

This endorsement amends coverage under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM**

A. Under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:

- 1. Lost Key Replacement** under Section **A. COVERAGES**, Part **4. Additional Coverages** is deleted in its entirety and replaced by the following:

Lost Key Replacement

We will pay the cost of replacing the master key and individual lock keys and for the repair or replacement of door locks, as required. We will pay these costs if a master key for one or more of the described premises in the Declarations is lost or damaged due to the occurrence of a covered cause of loss.

We will also pay for loss or damage to automated keying systems, either electrical or mechanical. This includes the costs of re-programming these systems, electronically coded key cards and any other equipment or apparatus at the described premises required to support the functioning of these systems. This additional coverage applies only at the described premises where the loss or damage has occurred.

We will pay no more for any one occurrence of covered loss under this additional coverage than the limit shown for "Lost Key Replacement" in the Declarations.

- 2. The following coverages are added to Section A. COVERAGES, Part 5. Coverage Extensions:**

Emergency Vacating Expenses

- (1)** We will pay the reasonable and necessary expenses you incur in the emergency vacating of premises described in the Declarations.

- (2)** Emergency means:

- (a)** Imminent danger arising from an external event; or
- (b)** A condition in the facility that would cause loss of life or harm to your customers.

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

- (a)** Strike, bomb threat or false fire alarm, unless the vacating is ordered by a civil authority.
- (b)** Planned vacating drill.
- (c)** Vacating of one or more customers that is due and confined to their individual medical condition.
- (d)** Any of the following to the extent they are already excluded under this policy:
 - (i)** Governmental Action.

(ii) Nuclear Hazard.

(iii) War and Military Action.

No other exclusions in your policy apply to this Extension.

- (4) We will pay no more than \$25,000 for Emergency Vacating Expenses in any one occurrence under this Extension, unless a different limit is shown in the Declarations.
- (5) We will not pay for Emergency Vacating Expenses in any one occurrence until the amount of Emergency Vacating Expenses exceeds \$250. We will then pay the amount of Emergency Vacating Expenses in excess of \$250 up to the Limit of Insurance for this Extension. No other Deductible applies to this Extension.

Real Estate Tax – Increased Assessment

We will reimburse you for your increased real estate tax assessments. The increased assessments must result from repair, rebuilding or reconstruction of Covered Property.

This Covered Property must have incurred direct physical loss or damage due to a Covered Cause of Loss. The Covered Property must be at described premises shown in the Declarations.

We will reimburse you only for the first increased assessment. Also, this increase must occur within 2 years of a covered loss.

Increased real estate taxes resulting from improvements, reconfigurations, redesigns or any previous assessment increases are not covered. We will also not reimburse you for tax penalties you incur.

We will pay no more than \$50,000 in any one occurrence under this coverage extension, unless a different limit is shown in the Declarations.

- B.** Under the BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM or the BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM, the following coverages are added to **Additional Coverages** under Section **A. COVERAGE**:

Contractual Penalties

We will pay contractual penalties you incur for your failure to deliver your products or services in a timely manner to your customers in accordance with the written terms of the contract. However, we will pay these penalties only when such failure of timely delivery results solely from direct physical loss or damage to Covered Property as a result of a Covered Cause of Loss.

We will pay no more than \$25,000 in any one occurrence under this Coverage Extension. This limit applies no matter the number of contracts impacted in the loss.

Expediting Expenses

We will pay reasonable and necessary costs you incur to expedite the repair of covered property following loss or damage caused by a covered cause of loss.

These costs include:

- (1) Payment of overtime wages.
- (2) Extra costs you incur to use express or other rapid means of transportation.

This does NOT include:

- (1) Costs recoverable elsewhere in this policy.
- (2) Costs for the permanent repair or replacement of damaged property.

We will pay no more than \$50,000 in any one occurrence under this coverage extension, unless a different limit is shown in the Declarations.

Lessor's Leasehold Interest

- (1)** We will pay for your Covered Leasehold Interest due to the cancellation of lease contracts by your tenants. The cancellation must result from direct physical loss of or damage to your Covered Property at premises described in the Declarations. The physical loss or damage must be caused by or result from a Covered Cause of Loss.
- (2)** Covered Leasehold Interest means the difference between the:
 - (a) Rent you were collecting at the described premises prior to the loss. And
 - (b) "Rental Value" of the described premises after loss or damage has been repaired or rebuilt.
- (3)** Covered Leasehold Interest does not mean refunds or rebates of any of the following:
 - (a) Prepaid Rent.
 - (b) Security or other deposits made by your tenants.
 - (c) Insurance, taxes or other payments made on your behalf by tenants.
- (4)** We will pay no more than the lesser of the following under this Additional Coverage:
 - (a) Your Covered Leasehold Interest for the 12 months immediately following the "Period of Restoration" plus 60 days of Extended Business Income but ending with the normal expiration date of each canceled lease.
 - (b) \$25,000 for the total Covered Leasehold Interest of all your tenants canceling their leases arising out of an occurrence at a described premises.

Tenant Move Back Expenses

- (1)** We will reimburse you for expenses you pay for Covered Move Back Costs of your tenants who temporarily vacate a portion of the building at a described premises.
 - (a)** The vacancy must have occurred while the portion of the building rented by your tenant could not be occupied due to direct physical loss of or damage to your Covered Property.
 - (b)** This direct physical loss or damage must be caused by or result from a Covered Cause of Loss during the term of the policy.
 - (c)** The move back must take place within 60 days after the portion of the building rented by your tenant has been repaired or rebuilt and is ready for occupancy.
- (2)** Covered Move Back Costs means only documented reasonable and necessary costs of any of the following:
 - (a) Packing and transporting business personal property.
 - (b) Re-establishing electric utility and communication services (less refunds from discontinued services).
 - (c) Assembling and setting up fixtures and equipment.
 - (d) Unpacking and re-shelving stock and supplies.

We will pay only the amount of Covered Move Back Costs that are excess of amounts payable from any other valid and collectible insurance of your tenants.
- (3)** Regardless of the number of tenants moving back, we will pay no more than \$25,000 under this Additional Coverage for the sum of all such expenses arising out of an occurrence at a described premise.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD COVERAGE ENDORSEMENT

FLOOD COVERAGE SCHEDULE OF LOCATIONS

Location	Covered Property / Coverage	Limit of Insurance
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Annual Aggregate Limit - Flood Coverage Endorsement \$ _____ **Note:** Refer to the Limit of Insurance provisions in the Endorsement for an explanation.

Except for the locations listed in the Special Flood Deductible Schedule, the following is the deductible applicable in any one occurrence of covered loss under this endorsement:

Flood Deductible _____

SPECIAL FLOOD DEDUCTIBLE SCHEDULE

Location	Covered Property	Deductible Amount
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Other Flood Insurance, if any (identify insurer and policy number):

Primary (NFIP) _____

Other _____

* Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A.** When this endorsement is attached to the STANDARD PROPERTY POLICY, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.
- B.** This endorsement applies to the location(s), Covered Property or Coverages for which a Flood Limit of Insurance is shown in the Schedule of this endorsement or in the Declarations. If a Flood Limit of Insurance is shown for a location but Covered Property or Coverages are not specified, then Flood Coverage applies to the Covered Property or Coverages described in the Declarations for the location.

C. ADDITIONAL COVERED CAUSES OF LOSS

The following are added to the Covered Causes of Loss:

- 1.** Flood, meaning a general and temporary condition of partial or complete inundation of normally dry land areas, whether caused by natural occurrences, acts or omissions of man or any other cause or combination of causes;
- 2.** Mudslides or mudflows which are caused by flooding as defined in **C.1.** above. For the purpose of this Covered Cause of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current;
- 3.** Water 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.

All flooding in a continuous or protracted event will constitute a single flood.

D. EXCLUSIONS, LIMITATIONS AND RELATED PROVISIONS

- 1.** The Exclusions and Limitation(s) sections of the Causes of Loss Form (and the Exclusions section of the Mortgageholders Errors and Omissions Coverage Form and the Standard Property Policy) apply to coverage provided under this endorsement except as provided in D.2. and D.3. below.
- 2.** To the extent that a part of the Water Exclusion conflicts with coverage provided under this endorsement, that part of the Water Exclusion does not apply.
- 3.** To the extent that a tsunami causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion, does not apply.
- 4.** The Ordinance Or Law Exclusion in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.

5. The following exclusions and limitations are added and apply to coverage under this endorsement:

- a.** We will not pay for any loss or damage caused by or resulting from any Flood that begins before or within 72 hours after the inception date of this endorsement. If you request and we provide an increase in the stated Limit of Insurance for Flood, the increase will not apply to loss or damage from any Flood that begins before or within 72 hours after your request was made.

If the Flood is due to the overflow of inland or tidal waters, then the Flood is considered to begin when the water first overflows its banks.

- b.** We will not pay for loss or damage caused by or resulting from destabilization of land arising from the accumulation of water in subsurface land areas.
- c.** Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land due to the collapse or sinking of land caused by or resulting from Flood. However, coverage under this endorsement includes damage to the covered portions of the building and to covered personal property, caused by collapse or sinking of land along the shore of a body of water as the result of erosion or undermining caused by waves or currents of water which exceed the cyclical levels and cause Flood.

- d. We do not cover loss or damage by Flood to personal property in the open except to the extent that such coverage, if any, is specified in the Schedule of this endorsement or in the Declarations. We will also cover your property in the open that is part of a location where Flood Coverage is provided, as described in the Schedule of this endorsement or in the Declarations.
- e. Property Not Covered, in the Coverage Form to which this endorsement is attached, is amended and supplemented as follows with respect to Flood Coverage:
 - (1) Property Not Covered includes any building or other property that is not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq. and the Coastal Barrier Improvement Act of 1990, Pub. L. 101-591, 16 U.S.C. 3501 et seq.
 - (2) Property Not Covered includes boat houses and open structures, and any property in or on the foregoing, if the structure is located on or over a body of water.
 - (3) If bulkheads, pilings, piers, wharves, docks, or retaining walls that are not part of a building, have been removed from Property Not Covered and added as Covered Property by separate endorsement, this Flood Coverage Endorsement does not apply to such property.
 - (4) The following are removed from Property Not Covered and are therefore Covered Property:
 - (a) Foundations below the lowest basement floor or the subsurface of the ground; and
 - (b) Underground pipes, flues and drains.
- f. We will not pay for loss or damage caused by sewer back-up or overflow unless such back-up or overflow results from Flood and occurs within 72 hours after the flood recedes. In addition, we will not pay for any sewer back-up or overflow loss under this endorsement that has already been covered and paid under coverage provided elsewhere under this policy.

E. ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS

1. With respect to Flood Coverage, the Debris Removal Additional Coverage (and any additional limit for Debris Removal under a LIMIT OF INSURANCE clause or an endorsement) is not applicable and is replaced by the following:

Debris Removal

- a. We will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from Flood. However, we will not pay to remove deposits of mud or earth from the grounds of the described premises.
 - b. We will also pay the expense to remove debris of Covered Property that has floated or been hurled off the described premises by Flood.
 - c. This coverage for Debris Removal, as set forth in E.1.a. and E.1.b. above, does not increase the applicable Limit of Insurance for Flood. Therefore, the most we will pay for the total of debris removal and loss or damage to Covered Property is the Limit of Insurance for Flood that applies to the Covered Property at the affected described premises covered under this endorsement.
2. With respect to Flood Coverage, the Coverage Extension for Newly Acquired or Constructed Property is amended by adding the following:
 - a. With respect to Flood Coverage, this Coverage Extension does not apply to any building or structure that is not fully enclosed by walls and roof.
 - b. With respect to a building or structure covered under this Coverage Extension, the amounts of coverage stated in the Coverage Extension do not apply to Flood Coverage. Instead, the most we will pay for all loss or damage to property covered under this Coverage Extension is 10% of the total of all Limits of Insurance for Flood Coverage as provided under this endorsement. Such coverage does not increase the Limit of Insurance for Flood.
 3. With respect to any applicable Additional Coverages and Coverage Extensions in the Coverage Form to which this endorsement is attached, other than those addressed in E.1. and E.2. above, amounts payable under such other provisions, as set forth therein, do not increase the Limit of Insurance for Flood.

F. COINSURANCE

The Coinsurance Condition, if any, in the applicable Coverage Form does not apply to the coverage provided under this endorsement.

G. LIMIT OF INSURANCE

1. General Information

Flood Coverage may be written at a Limit of Insurance that is equal to or less than the Limit of Insurance which applies to other Covered Causes of Loss (e.g., Fire) under this Commercial Property Coverage Part.

The Limit of Insurance for Flood is shown in the Schedule of this endorsement or in the Declarations. If such Limit is not shown, then the Limit applicable to Fire also applies to Flood.

If the Limit of Insurance for Flood is shown as "Included" in the Flood Coverage Schedule of Locations of this endorsement or in the Declarations, then the lesser of the Limit applicable to Fire for the location or the Annual Aggregate Limit described below in Paragraph **G.2.** applies to Flood.

2. Application of Limit And Aggregate

The Limit of Insurance for Flood is the most we will pay in a single occurrence of Flood for loss or damage caused by the Flood. If there is more than one Flood in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Flood is the amount that is identified as the Annual Aggregate for Flood as shown in the Schedule of this endorsement or the Declarations.

If the Limit of Insurance and the Annual Aggregate amount are the same, or if there is no amount stated as an Annual Aggregate, then the Limit of Insurance is the most we will pay for the total of all loss or damage that is caused by Flood in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of Flood during that period of time. Thus, if the first Flood does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for a subsequent Flood(s).

If a single occurrence of Flood begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance or Annual Aggregate applicable to the following annual policy period will not apply to that Flood.

3. Ensuing Loss

In the event of covered ensuing loss, for example, loss caused by Fire, Explosion and/or Sprinkler Leakage which results from the Flood, the most we will pay, for the total of all loss or damage caused by flood, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will not pay the sum of the Fire and Flood Limits.

EXAMPLES - ENSUING LOSS

Two examples follow, using these facts: The Commercial Property Coverage Part, in these examples, includes the Causes of Loss - Basic Form (which covers fire) and this Flood Coverage Endorsement. A building is damaged by Flood and by Fire which is caused by the Flood. The value of the damaged building is \$1,000,000. The Limit of Insurance applicable to the building, for the Basic Causes of Loss, is \$800,000. The Limit of Insurance for Flood is \$400,000. The Flood Deductible amount is \$5,000.

EXAMPLE #1

The damage due to Flood is \$500,000. The damage due to Fire is \$500,000.

Payment for Flood damage is \$400,000 (\$500,000 damage minus \$5,000 Flood deductible = \$495,000; Limit is \$400,000)

Payment for Fire damage is \$400,000 (\$500,000 damage capped at the difference between the Basic Limit and the Flood Limit)

Total Loss Payment is \$800,000.

EXAMPLE #2

The damage due to Flood is \$800,000. The damage due to Fire is \$100,000.

Payment for Flood damage is \$400,000 (\$800,000 damage minus \$5,000 Flood deductible = \$795,000; Limit is \$400,000)

Payment for Fire damage is \$100,000 (amount of damage)

Total Loss Payment is \$500,000.

Note: These Examples are given only to illustrate the situation of flood and ensuing loss. Therefore, the loss payment stated for flood damage does not address the situation where another policy also covers the flood damage.

H. DEDUCTIBLE

1. The Deductible for coverage provided under this endorsement is the Deductible applicable to Flood as shown in the Schedule of this endorsement or in the Declarations.

2. We will not pay that part of the loss that is attributable to any Deductible(s) in the National Flood Insurance Program policy.
3. If Flood results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies (e.g., the Flood deductible or the Fire deductible).

I. OTHER INSURANCE

The Other Insurance Commercial Property Condition is replaced by the following with respect to the coverage provided under this endorsement:

1. If the loss is also covered under a National Flood Insurance Program (NFIP) policy, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. We will not, under any circumstances, pay more than the applicable Limit of Insurance for Flood as stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

However, this provision I.1. does not apply if at the time of loss, the property is eligible to be written under an NFIP policy but such policy is not in effect due solely to ineligibility of the property at the time this Flood Coverage Endorsement was written.

2. If there is other insurance covering the loss, other than that described in I.1. above, we will pay our share of the loss. Our share is the proportion that the applicable Limit of Insurance under this endorsement bears to the total of the applicable Limits of Insurance under all other such insurance. But we will not pay more than the applicable Limit of Insurance stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 06/25/2008

Comments:

Attachments:

08-F3170 (AR) Transmittal.pdf
08-F3170 AR Form Filing Schedule.pdf

Satisfied -Name: Forms & Rule Filing Memorandum **Review Status:** Approved 06/25/2008

Comments:

Attachment:

08-F3170 & 08-L3170 Filing Memorandum.pdf

Satisfied -Name: Forms Comparison **Review Status:** Approved 06/25/2008

Comments:

Attachment:

08-F3170 Flood Coverage-G-16348-D (Filing-RevMks).pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="2">a. Date the filing is received:</td></tr> <tr><td colspan="2">b. Analyst:</td></tr> <tr><td colspan="2">c. Disposition:</td></tr> <tr><td colspan="2">d. Date of disposition of the filing:</td></tr> <tr><td colspan="2">e. Effective date of filing:</td></tr> <tr> <td style="text-align: center;">New Business</td> <td style="width: 50px;"></td> </tr> <tr> <td style="text-align: center;">Renewal Business</td> <td></td> </tr> <tr><td colspan="2">f. State Filing #:</td></tr> <tr><td colspan="2">g. SERFF Filing #:</td></tr> <tr> <td>h. Subject Codes</td> <td></td> </tr> </table>	a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #:		h. Subject Codes	
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3. Group Name	Group NAIC #
CNA Insurance	218

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Continental Casualty Company	IL	20443	36-2114545	
National Fire Insurance Company of Hartford	IL	20478	06-0464510	
American Casualty Company of Reading, PA	PA	20427	23-0342560	
Transportation Insurance Company	IL	20494	36-1877247	
Valley Forge Insurance Company	PA	20508	23-1620527	
The Continental Insurance Company	PA	35289	13-5010440	

5. Company Tracking Number	08-F3170
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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
	Ruby G. McGhee	State Filing Analyst	(312) 822-4344	(312) 755-2394	ruby.mcgee@cna.com
	CNA Plaza – 37S Chicago, IL 60685				
7.	Signature of authorized filer		<i>Ruby G. McGhee</i>		
8.	Please print name of authorized filer		Ruby G. McGhee		

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

9. Type of Insurance (TOI)	05.0 - Commercial Multi Peril
10. Sub-Type of Insurance (Sub-TOI)	05.0003 - Multi Peril (Commercial Package)
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Tailored Commercial Program Plus (TCPP)
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: 09/01/2008 written Renewal: 09/01/2008 written
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	06/24/08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	08-F3170
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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 the enclosed endorsements for use with our Tailored Commercial Program Plus (TCPP) coverage. A more detailed description of this filing is set forth in the enclosed Forms and Rule Filing Memorandum.

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]
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Check #: N/A (EFT)
Amount: \$50.00

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	07-F3236			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	07-L3236			
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	Commercial Real Estate & Property Owners' Extension Endorsement	G-300577-A (Ed. 03/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
02	Flood Coverage Endorsement	G-16348-D (Ed. 05/08)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	G-16348-C (Ed. 07/07)	Approved 08/15/07
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		

FORMS & RULE FILING MEMORANDUM

The following is a description and explanation of the endorsements included under this filing:

FORMS & RULES

Commercial Real Estate & Property Owners' Extension Endorsement, G-300577-A

Form: Under Building and Personal Property Coverage, this new endorsement adds coverage extensions for Emergency Vacating Expenses for \$25,000 and for Real Estate Tax – Increased Assessments for \$50,000. In addition, the Lost Key Replacement coverage extension under the Property Insight & Property Advance coverages is amended to include replacement of automated keying systems.

Under Business Income, the following coverages are added: Contractual Penalties for \$25,000; Expediting Expenses for \$50,000; Lessor's Leasehold Interest for \$25,000; and Tenant Move Back Expenses for \$25,000.

The Flesch Score for this form is 45. Also please note that this form is designed to be used by commercial business entities and more informed buyers of insurance.

Rules & Rates: This new endorsement can be used with any commercial real estate or property owner risk for no additional charge. Rates are shown on the exception page for increasing the included limits described above for Emergency Vacating Expenses; Real Estate Tax – Increased Assessment; Contractual Penalties; Expediting Expenses; Lessor's Leasehold Interest; and Tenant Move Back Expenses. The rate for increasing the amended Lost Key Replacement coverage extension would be the same as what is currently filed (Property Insight & Property Advance filing – CNA Filing #06-F/L3149). The rate for increasing Emergency Vacating Expenses is the same as was filed under our Long Term Care property filing (CNA Filing #07-F/R2187).

In deriving the other rates, we used a sample of five larger states in various parts of the country, starting with the Group 1 loss costs for ISO CSP Class 0581 for Multiple Occupancy risks, which would be class most common to commercial real estate risks. We took these various loss costs for different constructions and averaged them. We did the same thing with the Group 2 and Special causes of loss ISO loss costs. We then added these averages together to come up with the rates (they were lowered slightly from what we actually derived for the sake of simplicity). This exhibit is attached.

FORMS ONLY

Flood Coverage Endorsement, G-16348-D

Amends the currently filed and approved 'C' edition of this form (previously filed under CNA Filing #07-F3236). This following changes will apply:

- Endorsement Schedule moved to the front of the form; references schedule of the endorsement instead of separate Flood Coverage Schedule.
- Specifies that flood coverage will apply to the Covered Property / Coverages shown in the Declarations, if not otherwise specified.
- Coverage is provided for property in the open that is also part of a location otherwise covered for Flood.
- Clarifies that Backup of Sewers losses paid elsewhere in the policy will not also be paid under the Flood Coverage endorsement.
- Removes coinsurance clause.
- Describes applicability of 'Included' limits of insurance.

- Provides for coverage excess of losses covered under existing NFIP policies in effect; no longer requires underlying insurance waiver in situations where a property is simply eligible for NFIP coverage.

'Marked up' version of this form is included to specifically show changes compared to current 'C' edition.

The Flesch Score for this form is 45. Also please note that this form is designed to be used by commercial business entities and more informed buyers of insurance.

No change to current rates, rules or premiums associated with this change.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLOOD COVERAGE ENDORSEMENT

FLOOD COVERAGE SCHEDULE OF LOCATIONS

Location	Covered Property / Coverage	Limit of Insurance
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Annual Aggregate Limit - Flood Coverage Endorsement \$ _____ **Note:** Refer to the Limit of Insurance provisions in the Endorsement for an explanation.

Except for the locations listed in the Special Flood Deductible Schedule, the following is the deductible applicable in any one occurrence of covered loss under this endorsement:

Flood Deductible _____

SPECIAL FLOOD DEDUCTIBLE SCHEDULE

Location	Covered Property	Deductible Amount
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~~**No Coinsurance Option** — Applies if Flood Coverage is written at a lower Limit of Insurance than which applies to other Covered Causes of Loss.~~

Other Flood Insurance, if any (identify insurer and policy number):

Primary (NFIP) _____
Other _____

* Information required to complete the Schedule, if not shown on this endorsement, will be shown in the Declarations.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY, the terms Coverage Part and Coverage Form in this endorsement are replaced by the term Policy.
- B. This endorsement applies to the location(s), Covered Property or Coverages for which a Flood Limit of Insurance is shown in the Flood Coverage Schedule of this endorsement or in the Declarations. If a Flood Limit of Insurance is shown for a location but Covered Property or Coverages are not specified, then Flood Coverage applies to the Covered Property or Coverages described in the Declarations for the location.

C. ADDITIONAL COVERED CAUSES OF LOSS

The following are added to the Covered Causes of Loss:

- 1. Flood, meaning a general and temporary condition of partial or complete inundation of normally dry land areas, whether caused by natural occurrences, acts or omissions of man or any other cause or combination of causes;
- 2. Mudslides or mudflows which are caused by flooding as defined in C.1. above. For the purpose of this Covered Cause of Loss, a mudslide or mudflow involves a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current;
- 3. Water 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.

All flooding in a continuous or protracted event will constitute a single flood.

D. EXCLUSIONS, LIMITATIONS AND RELATED PROVISIONS

- 1. The Exclusions and Limitation(s) sections of the Causes of Loss Form (and the Exclusions section of the Mortgageholders Errors and Omissions Coverage Form and the Standard Property Policy) apply to coverage provided under this endorsement except as provided in D.2. and D.3. below.
- 2. To the extent that a part of the Water Exclusion conflicts with coverage provided under this endorsement, that part of the Water Exclusion does not apply.
- 3. To the extent that a tsunami causes the overflow of tidal waters, the exclusion of earthquake, in the Earth Movement Exclusion, does not apply.
- 4. The Ordinance Or Law Exclusion in this Coverage Part continues to apply with respect to any loss under this Coverage Part including any loss under this endorsement, unless Ordinance Or Law Coverage is added by endorsement.
- 5. The following exclusions and limitations are added and apply to coverage under this endorsement:
 - a. We will not pay for any loss or damage caused by or resulting from any Flood that begins before or within 72 hours after the inception date of this endorsement. If you request and we provide an increase in the stated Limit of Insurance for Flood, the increase will not apply to loss or damage from any Flood that begins before or within 72 hours after your request was made.

If the Flood is due to the overflow of inland or tidal waters, then the Flood is considered to begin when the water first overflows its banks.
 - b. We will not pay for loss or damage caused by or resulting from destabilization of land arising from the accumulation of water in subsurface land areas.
 - c. Under this Coverage Part, as set forth under Property Not Covered in the Coverage Form to which this endorsement is attached, land is not covered property, nor is the cost of excavations, grading, backfilling or filling. Therefore, coverage under this endorsement does not include the cost of restoring or remediating land due to the collapse or sinking of land caused by or resulting from Flood. However, coverage under this endorsement includes damage to the covered portions of the building and to covered personal property, caused by collapse or sinking of land along the shore of a body of water as the result of erosion or undermining caused by waves or currents of water which exceed the cyclical levels and cause Flood.

- d. We do not cover loss or damage by Flood to personal property in the open except to the extent that such coverage, if any, is specified in the Flood Coverage Schedule of this endorsement or in the Declarations. We will also cover your property in the open that is part of a location where Flood Coverage is provided, as described in the Schedule of this endorsement or in the Declarations.
- e. Property Not Covered, in the Coverage Form to which this endorsement is attached, is amended and supplemented as follows with respect to Flood Coverage:
 - (1) Property Not Covered includes any building or other property that is not eligible for flood insurance pursuant to the provisions of the Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq. and the Coastal Barrier Improvement Act of 1990, Pub. L. 101-591, 16 U.S.C. 3501 et seq.
 - (2) Property Not Covered includes boat houses and open structures, and any property in or on the foregoing, if the structure is located on or over a body of water.
 - (3) If bulkheads, pilings, piers, wharves, docks, or retaining walls that are not part of a building, have been removed from Property Not Covered and added as Covered Property by separate endorsement, this Flood Coverage Endorsement does not apply to such property.
 - (4) The following are removed from Property Not Covered and are therefore Covered Property:
 - (a) Foundations below the lowest basement floor or the subsurface of the ground; and
 - (b) Underground pipes, flues and drains.
- f. We will not pay for loss or damage caused by sewer back-up or overflow unless such back-up or overflow results from Flood and occurs within 72 hours after the flood recedes. In addition, we will not pay for any sewer back-up or overflow loss under this endorsement that has already been covered and paid under coverage provided elsewhere under this policy.

E. ADDITIONAL COVERAGES AND COVERAGE EXTENSIONS

1. With respect to Flood Coverage, the Debris Removal Additional Coverage (and any additional limit for Debris Removal under a LIMIT OF INSURANCE clause or an endorsement) is not applicable and is replaced by the following:

Debris Removal

 - a. We will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from Flood. However, we will not pay to remove deposits of mud or earth from the grounds of the described premises.
 - b. We will also pay the expense to remove debris of Covered Property that has floated or been hurled off the described premises by Flood.
 - c. This coverage for Debris Removal, as set forth in E.1.a. and E.1.b. above, does not increase the applicable Limit of Insurance for Flood. Therefore, the most we will pay for the total of debris removal and loss or damage to Covered Property is the Limit of Insurance for Flood that applies to the Covered Property at the affected described premises covered under this endorsement.
2. With respect to Flood Coverage, the Coverage Extension for Newly Acquired or Constructed Property is amended by adding the following:
 - a. With respect to Flood Coverage, this Coverage Extension does not apply to any building or structure that is not fully enclosed by walls and roof.
 - b. With respect to a building or structure covered under this Coverage Extension, the amounts of coverage stated in the Coverage Extension do not apply to Flood Coverage. Instead, the most we will pay for all loss or damage to property covered under this Coverage Extension is 10% of the total of all Limits of Insurance for Flood Coverage as provided under this endorsement. Such coverage does not increase the Limit of Insurance for Flood.
3. With respect to any applicable Additional Coverages and Coverage Extensions in the Coverage Form to which this endorsement is attached, other than those addressed in E.1. and E.2. above, amounts payable under such other provisions, as set forth therein, do not increase the Limit of Insurance for Flood.

F. COINSURANCE

- ~~1. The Coinsurance Condition, if any, in the applicable Coverage Form does not apply to the coverage provided under this endorsement, unless the No Coinsurance Option, in the Flood Coverage Schedule of this endorsement or in the Declarations, is specified as being applicable.~~

- ~~2. Various Coverage Extensions, in the Coverage Form to which this endorsement is attached, require coinsurance. If the No-Coinsurance Option applies, then the coinsurance requirement for such Coverage Extensions.~~

G. LIMIT OF INSURANCE

1. General Information

Flood Coverage may be written at a Limit of Insurance that is equal to or less than the Limit of Insurance which applies to other Covered Causes of Loss (e.g., Fire) under this Commercial Property Coverage Part.

The Limit of Insurance for Flood is shown in the ~~Flood Coverage Schedule~~ of this endorsement or in the Declarations. If such Limit is not shown, then the Limit applicable to Fire also applies to Flood.

If the Limit of Insurance for Flood is shown as "Included" in the Flood Coverage Schedule of Locations of this endorsement or in the Declarations, then the lesser of the Limit applicable to Fire for the location or the Annual Aggregate Limit described below in Paragraph G.2. applies to Flood.

2. Application of Limit And Aggregate

The Limit of Insurance for Flood is the most we will pay in a single occurrence of Flood for loss or damage caused by the Flood. If there is more than one Flood in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by Flood is the amount that is identified as the Annual Aggregate for Flood as shown in the ~~Flood Coverage Schedule~~ of this endorsement or the Declarations.

If the Limit of Insurance and the Annual Aggregate amount are the same, or if there is no amount stated as an Annual Aggregate, then the Limit of Insurance is the most we will pay for the total of all loss or damage that is caused by Flood in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of Flood during that period of time. Thus, if the first Flood does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for a subsequent Flood(s).

If a single occurrence of Flood begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance or Annual Aggregate applicable to the following annual policy period will not apply to that Flood.

3. Ensuing Loss

In the event of covered ensuing loss, for example, loss caused by Fire, Explosion and/or Sprinkler Leakage which results from the Flood, the most we will pay, for the total of all loss or damage caused by flood, fire, explosion and sprinkler leakage, is the Limit of Insurance applicable to Fire. We will not pay the sum of the Fire and Flood Limits.

EXAMPLES - ENSUING LOSS

Two examples follow, using these facts: The Commercial Property Coverage Part, in these examples, includes the Causes of Loss - Basic Form (which covers fire) and this Flood Coverage Endorsement. A building is damaged by Flood and by Fire which is caused by the Flood. The value of the damaged building is \$1,000,000. The Limit of Insurance applicable to the building, for the Basic Causes of Loss, is \$800,000. The Limit of Insurance for Flood is \$400,000. The Flood Deductible amount is \$5,000.

EXAMPLE #1

The damage due to Flood is \$500,000. The damage due to Fire is \$500,000.

Payment for Flood damage is \$400,000 (\$500,000 damage minus \$5,000 Flood deductible = \$495,000; Limit is \$400,000)

Payment for Fire damage is \$400,000 (\$500,000 damage capped at the difference between the Basic Limit and the Flood Limit)

Total Loss Payment is \$800,000.

EXAMPLE #2

The damage due to Flood is \$800,000. The damage due to Fire is \$100,000.

Payment for Flood damage is \$400,000 (\$800,000 damage minus \$5,000 Flood deductible = \$795,000; Limit is \$400,000)

Payment for Fire damage is \$100,000 (amount of damage)

Total Loss Payment is \$500,000.

Note: These Examples are given only to illustrate the situation of flood and ensuing loss. Therefore, the loss payment stated for flood damage does not address the situation where another policy also covers the flood damage.

H. DEDUCTIBLE

1. The Deductible for coverage provided under this endorsement is the Deductible applicable to Flood as shown in the ~~Flood Coverage~~ Schedule of this endorsement or in the Declarations.
2. We will not pay that part of the loss that is attributable to any Deductible(s) in the National Flood Insurance Program policy.
3. If Flood results in another Covered Cause of Loss and if both Covered Causes of Loss cause loss or damage, then only the higher deductible applies (e.g., the Flood deductible or the Fire deductible).

I. OTHER INSURANCE

The Other Insurance Commercial Property Condition is replaced by the following with respect to the coverage provided under this endorsement:

1. If the loss is also covered under a National Flood Insurance Program (NFIP) policy, ~~or if the property is eligible to be written under an NFIP policy but there is no such policy in effect~~, then we will pay only for the amount of loss in excess of the maximum limit that can be insured under that policy. This provision applies whether or not the maximum NFIP limit was obtained or maintained, and whether or not you can collect on the NFIP policy. We will not, under any circumstances, pay more than the applicable Limit of Insurance for Flood as stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.

However, this provision I.1. does not apply ~~if at~~ under the following circumstances:

- ~~a.~~ At the time of loss, the property is eligible to be written under an NFIP policy but such policy is not in effect due solely to ineligibility of the property at the time this Flood Coverage Endorsement was written. ~~or~~
 - ~~b.~~ An NFIP policy is not in effect because we have agreed to write this Flood Coverage Endorsement without underlying NFIP coverage. There is such an agreement only if the Flood Coverage Schedule or the Declarations indicate that the Underlying Insurance Waiver applies.
2. If there is other insurance covering the loss, other than that described in I.1. above, we will pay our share of the loss. Our share is the proportion that the applicable Limit of Insurance under this endorsement bears to the total of the applicable Limits of Insurance under all other such insurance. But we will not pay more than the applicable Limit of Insurance stated in the Flood Coverage Schedule or the Declarations of this Coverage Part.