

SERFF Tracking Number: GRTA-125701329 State: Arkansas  
First Filing Company: Great American Assurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: SA AR 0806 SHOE  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
Liability  
Product Name: Safepak Businessowners Policy Program  
Project Name/Number: Safepak Apparel/Clothing/Shoe Store edge/SA AR 0806 SHOE

## Filing at a Glance

Companies: Great American Assurance Company, Great American Insurance Company of New York  
Product Name: Safepak Businessowners Policy SERFF Tr Num: GRTA-125701329 State: Arkansas  
Program  
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50  
Sub-TOI: 05.0000 CMP Sub-TOI Combinations Co Tr Num: SA AR 0806 SHOE State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins  
Author: Rose Redman Disposition Date: 06/26/2008  
Date Submitted: 06/26/2008 Disposition Status: Approved  
Effective Date Requested (New): 08/01/2008 Effective Date (New): 08/01/2008  
Effective Date Requested (Renewal): 08/01/2008 Effective Date (Renewal): 08/01/2008

State Filing Description:

## General Information

Project Name: Safepak Apparel/Clothing/Shoe Store edge Status of Filing in Domicile: Pending  
Project Number: SA AR 0806 SHOE Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 06/26/2008  
State Status Changed: 06/26/2008 Deemer Date:  
Corresponding Filing Tracking Number:

Filing Description:

The Great American Insurance Group, composed of the above referenced companies, hereby submits for your approval, a form for the introduction of the Apparel/Clothing/Shoe Store Edge endorsements to be used for the Safepak Businessowners Policy Program. The following endorsements are included in this filing:

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BP8841 (Ed. 04 08)\* Apparel/Clothing/Shoe Store Edge With Pedorthist Coverage  
 (\*to be used only by one of our agencies whose clients provide pedorthic services).  
 BP8742 (Ed. 04 08) Apparel/Clothing/Shoe Store Edge Endorsement

We are understanding that the rates and rule are exempt from filing requirements.

## Company and Contact

### Filing Contact Information

Rose Redman, Product Analyst rredman@gaic.com  
 49 East 4th street (513) 763-7904 [Phone]  
 Cincinnati, OH 45202 (513) 333-6996[FAX]

### Filing Company Information

Great American Assurance Company	CoCode: 26344	State of Domicile: Ohio
580 Walnut Street	Group Code: 84	Company Type: P&C
Cincinnati, OH 45202	Group Name:	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 15-6020948	

Great American Insurance Company of New York	CoCode: 22136	State of Domicile: New York
580 Walnut Street	Group Code: 84	Company Type: P&C
Cincinnati, OH 45202	Group Name:	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 13-5539046	

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 for a form filing  
 Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Assurance Company	\$50.00	06/26/2008	21108634
Great American Insurance Company of New York	\$0.00	06/26/2008	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	06/26/2008	06/26/2008

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## Disposition

Disposition Date: 06/26/2008  
Effective Date (New): 08/01/2008  
Effective Date (Renewal): 08/01/2008  
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



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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Apparel/Clothing/ Shoe Store Edge With Pedorthist Coverage	BP 88 41	04 08	Endorsement/Amendment/Conditions		0.00	BP8841 0408.pdf
Approved	Apparel/Clothing/ Shoe Store Edge Endorsement	BP 88 42	04 08	Endorsement/Amendment/Conditions		0.00	BP8842 0408.pdf



## APPAREL/CLOTHING/SHOE STORE EDGE WITH PEDORTHIST COVERAGE

This endorsement modifies insurance provided under the following:

### SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM

**A. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM**, is amended with the addition of:

**Additional Blanket Coverage Limit for Specified Additional Coverages and Coverage Extensions**

As described in this endorsement, we will pay up to \$150,000 as an additional Limit of Insurance for the Additional Coverages and Coverage Extensions specified below. This additional Limit of Insurance applies separately at each premises described in the Declarations, to the sum of all covered loss under the Additional Coverages and Coverage Extensions specified below that is directly caused by a single occurrence of a Covered Cause of Loss. You may apportion this additional Limit of Insurance among those specified Additional Coverages and Coverage Extensions as you choose.

This additional Limit of Insurance applies to only the following Covered Property, Additional Coverages and Coverage Extensions:

- (a) Accounts Receivable (see page 4 of the **SafePak Special Property Coverage Form, A. COVERAGE, 5. Additional Coverages**);
- (b) Business Computer Coverage (see page 16 of the **SafePak Special Property Coverage Form, A. COVERAGE, 5. Additional Coverages**);
- (c) Debris Removal (see page 6 of the **SafePak Special Property Coverage Form, A. COVERAGE, 5. Additional Coverages**);

- (d) Loss of Refrigeration, Change in Temperature, Humidity (see page 21 of the **SafePak Special Property Coverage Form, A. COVERAGE, 5. Additional Coverages**);
- (e) Valuable papers and Records (see page 27 of the **SafePak Special Property Coverage Form, A. COVERAGE, 6. Coverage Extensions**); and
- (f) Property of Others (see page 2 of the **SafePak Special Property Coverage Form, A. COVERAGE, 1. Covered Property, b. Business Personal Property (2)**).

and does not apply to any other coverage, Additional Coverage, or Coverage Extension. This additional Limit of Insurance does not change any other provision of the Policy, but is subject to all the respective terms, conditions, and provisions of each of those Additional Coverages and Coverage Extensions.

**B. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, g. Money and Securities, (3)**, is deleted in its entirety and replaced with the following:

- (3) The most we will pay under this Additional Coverage for the sum of all loss resulting from any one occurrence is:
  - (a) \$10,000 for "money" and "securities" while
    - i. in or on the described premises; or
    - ii. within a bank or savings institution; and

(b) \$10,000 for "money" and "securities" while anywhere else,

unless higher limits for this Additional Coverage are shown in the Declarations.

**C. PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, k. Business Income, (2) Extended Business Income, (a) (ii) ii.** is deleted in its entirety and replaced by the following:

ii. 90 days after the date determined in (a)(i) above.

**D. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, L. Business Income Extension for Web sites,** the last sentence is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage, for the sum of all loss and damage resulting from any one occurrence, is \$50,000.

**E. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, n. Business Income from Dependent Properties,** the last sentence of (1) is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage, for the sum of all loss of Business Income resulting from any one occurrence, is \$50,000.

**F. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, r. Forgery and Alterations, (3)** is deleted in its entirety and replaced by the following:

(3) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$25,000.

**G. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGES, 5. Additional Coverages, v. Business Computer Coverage,** the last sentence is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage is \$50,000 for the sum of all loss and damage resulting from any one occurrence at each described location. This amount is in addition to the Limits of Insurance.

**H. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, z. Fine Arts,** the last paragraph is deleted in its entirety and replaced by the following:

For purposes of this Additional Coverage, Fine Arts will be valued at their market value at the time the loss or damage occurs. The most we will pay under this Additional Coverage is \$25,000 for the sum of all loss and damage resulting from any one occurrence, at each described premises.

**I. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, aa. Laptop Computers - Worldwide Coverage,** the last sentence is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage for the sum of all loss and damage resulting from a single occurrence is \$10,000.

**J. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, bb. (1) Utility Services - Direct Damage,** the last sentence is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage, for the sum of all loss and damage resulting from any one occurrence, is \$25,000.

**K. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, hh. Transportation in Custody of a "Carrier" or Bailee for Hire,** the last paragraph is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage is \$25,000 for the sum of all loss and damage as resulting from a single occurrence. This Limit of Insurance is in addition to any other Limit of Insurance that may apply to the same loss or damage.

L. PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, 5. Additional Coverages, jj. Employee Dishonesty (including ERISA), is amended to also cover personal property of others that is in your care, custody or control. Also, subparagraph (3) of the same Additional Coverage is deleted in its entirety and replaced by the following:

(3) The most we will pay under this Additional Coverage for the sum of all loss and damage resulting from any one occurrence is \$25,000, unless a higher Limit of Insurance for this Additional Coverage is shown in the Declarations.

M. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, is amended by the addition of the following:

**kk. Lost Key Replacement Coverage**

We will pay at each premises described in the Declarations, to replace keys and locks, if such replacement is required because a master or grand master key is lost or damaged as a direct result of a Covered Cause of Loss. We will pay for:

- (1) the actual cost of replacement keys; and
- (2) the adjustment of locks to accept new keys; or
- (3) if required, new locks, including the cost of their installation.

The most we will pay under this Additional Coverage for the sum of all locks and keys requiring replacement as a result of a single occurrence is \$2,500 at each location described in the Declarations.

**II. Consequential Loss to Stock**

If a Covered Cause of Loss causes loss or damage to covered "stock," we will pay for any resulting reduction in value of the remaining undamaged parts of covered "stock."

Payment for any reduced value of "stock" is included within the applicable Limit of Insurance.

N. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 6. Coverage Extensions, is amended by the addition of the following:

**i. F.O.B. Shipments**

We cover your outgoing shipments of covered property sold F.O.B. point of origin. Before making claim for loss or damage to such shipments, however, you agree to use all reasonable means to have the consignee accept responsibility under F.O.B. terms. If, because of loss or damage to such shipments, you are unable to collect the full amount of your invoice, we will advance you the unpaid amount of your invoice, subject to the applicable Limit of Insurance. You must then permit us to proceed against the consignee to recover the amount we advanced to you, and must assist and cooperate with us in such proceedings. We will proceed against the consignee only when insurance to cover the loss is carried by the consignee.

This Coverage Extension applies to only Additional Coverage **hh. Transportation in custody of a "Carrier" or Bailee for Hire**, and Coverage Extension **d. Personal Property Off Premises**.

O. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 6. Coverage Extensions, is amended by the addition of the following:

**j. Loading and Unloading**

We will pay for loss or damage to Covered Property during "loading" or "unloading" of a land vehicle you own or operate, incidental to transportation of that Covered Property. Coverage provided by this extension will be excess over any other collectible insurance that applies to the same loss or damage.

This Coverage Extension applies to only Additional Coverage **hh. Transportation in custody of a "Carrier" or Bailee for Hire**, and Coverage Extension **d. Personal Property Off Premises**.

P. PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 6. Coverage Extensions, is amended by the addition of the following:

**k. Fraudulent Bills of Lading**

We will pay for loss of Covered Property resulting directly from your, your agent's, your messenger's, your customer's or your consignee's acceptance of a fraudulent Bill of Lading, order or receipt from anyone misrepresenting himself or herself to be the correct individual to receive goods for shipment or accept goods for delivery.

Part One SafePak Special Property Coverage Form, A. Exclusions, h. False Pre-tense does not apply to this Coverage Extension.

This Coverage Extension applies to only Additional Coverage hh. Transportation in custody of a "Carrier" or Bailee for Hire, and Coverage Extension d. Personal Property Off Premises.

Q. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, C. LIMITS OF INSURANCE, 4. Business Personal Property Limit - Seasonal Increase is deleted in its entirety and replaced by the following:

**4. Business Personal Property Limit - Seasonal Increase**

(a) The Limit of Insurance for Business Personal Property will automatically increase by 100% to provide for seasonal variations.

(b) This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

- (1) the 12 months immediately preceding the date the loss or damage occurs; or
- (2) the period of time you have been in business as of the date the loss or damage occurs.

R. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, E. PROPERTY LOSS CONDITIONS, is amended by adding the following loss condition:

**9. Impairment of Rights of Recovery**

If you agree, either before or after loss or damage occurs, to waive any of your rights of recovery against any person or organization that may be responsible for that loss or damage, we shall not cover that loss or damage. Nor shall we cover any loss or damage as to which you make any settlement or compromise with any other person or organization without our consent.

However, you may accept bills of lading or shipping receipts issued by a "carrier" which limit that "carrier's" liability.

This property loss condition applies to only Additional Coverage hh. Transportation in custody of a "Carrier" or Bailee for Hire, and Coverage Extension d. Personal Property Off Premises.

S. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, G. PROPERTY DEFINITIONS, is amended by adding the following definitions:

"Loading" means the lifting or moving of covered property into or onto a transporting conveyance from:

- (a) the ground, or
- (b) a loading platform

immediately adjacent to that transporting conveyance.

"Unloading" means the lowering or moving of covered property from a transporting conveyance to:

- (a) the ground, or
- (b) a loading platform

immediately adjacent to that transporting conveyance.

**T. PART TWO - SAFEPAK® LIABILITY COVERAGE FORM, B. EXCLUSIONS, 1. Applicable to Business Liability Coverage, j. Professional Services,** is amended by inclusion of the following:

This exclusion does not apply to **“Pedorthic Services.”**

**U. PART TWO - SAFEPAK LIABILITY COVERAGE FORM, F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS,** is amended by adding the following definition:

**24. “Pedorthic Services”** means:

- a. the filling of footwear prescriptions;
- b. the prescribing, preparation, sale or distribution of pedorthic footwear and products; or
- c. the fitting of, or taking or making of impressions for, pedorthic footwear and products.



### APPAREL/CLOTHING/SHOE STORE EDGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**SAFEPAK® BUSINESSOWNERS POLICY SPECIAL FORM**

**A. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM**, is amended with the addition of:

**Additional Blanket Coverage Limit for Specified Additional Coverages and Coverage Extensions**

As described in this endorsement, we will pay up to \$150,000 as an additional Limit of Insurance for the Additional Coverages and Coverage Extensions specified below. This additional Limit of Insurance applies separately at each premises described in the Declarations, to the sum of all covered loss under the Additional Coverages and Coverage Extensions specified below that is directly caused by a single occurrence of a Covered Cause of Loss. You may apportion this additional Limit of Insurance among those specified Additional Coverages and Coverage Extensions as you choose.

This additional Limit of Insurance applies to only the following Covered Property, Additional Coverages and Coverage Extensions:

- (a) Accounts Receivable (see page 4 of the **SafePak Special Property Coverage Form, A. COVERAGE, 5. Additional Coverages**);
- (b) Business Computer Coverage (see page 16 of the **SafePak Special Property Coverage Form, A. COVERAGE, 5. Additional Coverages**);
- (c) Debris Removal (see page 6 of the **SafePak Special Property Coverage Form, A. COVERAGE, 5. Additional Coverages**);

- (d) Loss of Refrigeration, Change in Temperature, Humidity (see page 21 of the **SafePak Special Property Coverage Form, A. COVERAGE, 5. Additional Coverages**);
- (e) Valuable papers and Records (see page 27 of the **SafePak Special Property Coverage Form, A. COVERAGE, 6. Coverage Extensions**); and
- (f) Property of Others (see page 2 of the **SafePak Special Property Coverage Form, A. COVERAGE, 1. Covered Property, b. Business Personal Property (2)**).

and does not apply to any other coverage, Additional Coverage, or Coverage Extension. This additional Limit of Insurance does not change any other provision of the Policy, but is subject to all the respective terms, conditions, and provisions of each of those Additional Coverages and Coverage Extensions.

**B. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, g. Money and Securities, (3)**, is deleted in its entirety and replaced with the following:

- (3) The most we will pay under this Additional Coverage for the sum of all loss resulting from any one occurrence is:
  - (a) \$10,000 for "money" and "securities" while
    - i. in or on the described premises; or
    - ii. within a bank or savings institution; and
  - (b) \$10,000 for "money" and "securities" while anywhere else,

unless higher limits for this Additional Coverage are shown in the Declarations.

**C. PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, k. Business Income, (2) Extended Business Income, (a) (ii) ii.** is deleted in its entirety and replaced by the following:

ii. 90 days after the date determined in (a)(i) above.

**D. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, L. Business Income Extension for Web sites,** the last sentence is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage, for the sum of all loss and damage resulting from any one occurrence, is \$50,000.

**E. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, n. Business Income from Dependent Properties,** the last sentence of (1) is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage, for the sum of all loss of Business Income resulting from any one occurrence, is \$50,000.

**F. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, r. Forgery and Alterations, (3)** is deleted in its entirety and replaced by the following:

(3) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$25,000.

**G. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGES, 5. Additional Coverages, v. Business Computer Coverage,** the last sentence is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage is \$50,000 for the sum of all loss and damage resulting from any one occurrence at each described location. This amount is in addition to the Limits of Insurance.

**H. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, z. Fine Arts,** the last paragraph is deleted in its entirety and replaced by the following:

For purposes of this Additional Coverage, Fine Arts will be valued at their market value at the time the loss or damage occurs. The most we will pay under this Additional Coverage is \$25,000 for the sum of all loss and damage resulting from any one occurrence, at each described premises.

**I. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, aa. Laptop Computers - Worldwide Coverage,** the last sentence is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage for the sum of all loss and damage resulting from a single occurrence is \$10,000.

**J. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, bb. (1) Utility Services - Direct Damage,** the last sentence is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage, for the sum of all loss and damage resulting from any one occurrence, is \$25,000.

**K. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, hh. Transportation in Custody of a "Carrier" or Bailee for Hire,** the last paragraph is deleted in its entirety and replaced by the following:

The most we will pay under this Additional Coverage is \$25,000 for the sum of all loss and damage as resulting from a single occurrence. This Limit of Insurance is in addition to any other Limit of Insurance that may apply to the same loss or damage.

**L. PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages, 5. Additional Coverages, jj. Employee Dishonesty (including ERISA),** is amended to also cover personal property of others that is in your care, custody or control. Also, subparagraph (3) of the same Additional Coverage is deleted in its entirety and replaced by the following:

- (3) The most we will pay under this Additional Coverage for the sum of all loss and damage resulting from any one occurrence is \$25,000, unless a higher Limit of Insurance for this Additional Coverage is shown in the Declarations.

**M. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 5. Additional Coverages,** is amended by the addition of the following:

**kk. Lost Key Replacement Coverage**

We will pay at each premises described in the Declarations, to replace keys and locks, if such replacement is required because a master or grand master key is lost or damaged as a direct result of a Covered Cause of Loss. We will pay for:

- (1) the actual cost of replacement keys; and
- (2) the adjustment of locks to accept new keys; or
- (3) if required, new locks, including the cost of their installation.

The most we will pay under this Additional Coverage for the sum of all locks and keys requiring replacement as a result of a single occurrence is \$2,500 at each location described in the Declarations.

**ll. Consequential Loss to Stock**

If a Covered Cause of Loss causes loss or damage to covered "stock," we will pay for any resulting reduction in value of the remaining undamaged parts of covered "stock."

Payment for any reduced value of "stock" is included within the applicable Limit of Insurance.

**N. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 6. Coverage Extensions,** is amended by the addition of the following:

**i. F.O.B. Shipments**

We cover your outgoing shipments of covered property sold F.O.B. point of origin. Before making claim for loss or damage to such shipments, however, you agree to use all reasonable means to have the consignee accept responsibility under F.O.B. terms. If, because of loss or damage to such shipments, you are unable to collect the full amount of your invoice, we will advance you the unpaid amount of your invoice, subject to the applicable Limit of Insurance. You must then permit us to proceed against the consignee to recover the amount we advanced to you, and must assist and cooperate with us in such proceedings. We will proceed against the consignee only when insurance to cover the loss is carried by the consignee.

This Coverage Extension applies to only Additional Coverage **hh. Transportation in custody of a "Carrier" or Bailee for Hire,** and Coverage Extension **d. Personal Property Off Premises.**

**O. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 6. Coverage Extensions,** is amended by the addition of the following:

**j. Loading and Unloading**

We will pay for loss or damage to Covered Property during "loading" or "unloading" of a land vehicle you own or operate, incidental to transportation of that Covered Property. Coverage provided by this extension will be excess over any other collectible insurance that applies to the same loss or damage.

This Coverage Extension applies to only Additional Coverage **hh. Transportation in custody of a "Carrier" or Bailee for Hire,** and Coverage Extension **d. Personal Property Off Premises.**

P. PART ONE - SAFEPAK® SPECIAL PROPERTY COVERAGE FORM, A. COVERAGE, 6. Coverage Extensions, is amended by the addition of the following:

**k. Fraudulent Bills of Lading**

We will pay for loss of Covered Property resulting directly from your, your agent's, your messenger's, your customer's or your consignee's acceptance of a fraudulent Bill of Lading, order or receipt from anyone misrepresenting himself or herself to be the correct individual to receive goods for shipment or accept goods for delivery.

Part One SafePak Special Property Coverage Form, A. Exclusions, h. False Pretense does not apply to this Coverage Extension.

This Coverage Extension applies to only Additional Coverage hh. Transportation in custody of a "Carrier" or Bailee for Hire, and Coverage Extension d. Personal Property Off Premises.

Q. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, C. LIMITS OF INSURANCE, 4. Business Personal Property Limit - Seasonal Increase is deleted in its entirety and replaced by the following:

**4. Business Personal Property Limit - Seasonal Increase**

(a) The Limit of Insurance for Business Personal Property will automatically increase by 100% to provide for seasonal variations.

(b) This increase will apply only if the Limit of Insurance shown for Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

(1) the 12 months immediately preceding the date the loss or damage occurs; or

(2) the period of time you have been in business as of the date the loss or damage occurs.

R. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, E. PROPERTY LOSS CONDITIONS, is amended by adding the following loss condition:

**9. Impairment of Rights of Recovery**

If you agree, either before or after loss or damage occurs, to waive any of your rights of recovery against any person or organization that may be responsible for that loss or damage, we shall not cover that loss or damage. Nor shall we cover any loss or damage as to which you make any settlement or compromise with any other person or organization without our consent.

However, you may accept bills of lading or shipping receipts issued by a "carrier" which limit that "carrier's" liability.

This property loss condition applies to only Additional Coverage hh. Transportation in custody of a "Carrier" or Bailee for Hire, and Coverage Extension d. Personal Property Off Premises.

S. PART ONE - SAFEPAK SPECIAL PROPERTY COVERAGE FORM, G. PROPERTY DEFINITIONS, is amended by adding the following definitions:

"Loading" means the lifting or moving of covered property into or onto a transporting conveyance from:

(a) the ground, or

(b) a loading platform

immediately adjacent to that transporting conveyance.

"Unloading" means the lowering or moving of covered property from a transporting conveyance to:

(a) the ground, or

(b) a loading platform

immediately adjacent to that transporting conveyance.



SERFF Tracking Number: GRTA-125701329 State: Arkansas  
First Filing Company: Great American Assurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: SA AR 0806 SHOE  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0000 CMP Sub-TOI Combinations  
Liability  
Product Name: Safepak Businessowners Policy Program  
Project Name/Number: Safepak Apparel/Clothing/Shoe Store edge/SA AR 0806 SHOE

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 06/26/2008

**Comments:**

**Attachments:**

AR td1 shoe.pdf  
AR ffs shoe.pdf

**Satisfied -Name:** Explanatory Memorandum **Review Status:** Approved 06/26/2008

**Comments:**

**Attachment:**

apparclothshoe store edge explanatory.pdf

## Property & Casualty Transmittal Document

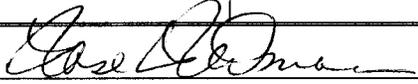
<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>				
	a. Date the filing is received:				
	b. Analyst:				
	c. Disposition:				
	d. Date of disposition of the filing:				
	e. Effective date of filing:				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px 5px;">New Business</td> <td style="width: 50%;"></td> </tr> <tr> <td style="padding: 2px 5px;">Renewal Business</td> <td></td> </tr> </table>	New Business		Renewal Business	
New Business					
Renewal Business					
	f. State Filing #:				
	g. SERFF Filing #:				
	h. Subject Codes				

<b>3. Group Name</b>	<b>Group NAIC #</b>
Great American Insurance Group	084

4. Company Name(s)	Domicile	NAIC #	FEIN #
Great American Insurance Co of New York	New York	22136	13-5539046
Great American Assurance Company	Ohio	26344	15-6020948

<b>5. Company Tracking Number</b>	SA AR 0806 SHOE
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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
	Rose Redman 49 East Fourth Street Cincinnati, Ohio 45202	Product Analyst	513-763-7904	513-333-6996	rredman@gaic.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Rose Redman		

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

9.	<b>Type of Insurance (TOI)</b>	05.0 CMP liability and non-liability				
10.	<b>Sub-Type of Insurance (Sub-TOI)</b>	5.0000 CMP Sub-TOI Combinations				
11.	<b>State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>					
12.	<b>Company Program Title (Marketing title)</b>	<b>Safepak Businessowners Policy Program</b>				
13.	<b>Filing Type</b>	<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.	<b>Effective Date(s) Requested</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; border: none;">New:</td> <td style="border: none;">08/01/2008</td> <td style="width: 30%; border: none;">Renewal:</td> <td style="border: none;">08/01/2008</td> </tr> </table>	New:	08/01/2008	Renewal:	08/01/2008
New:	08/01/2008	Renewal:	08/01/2008			

## Property & Casualty Transmittal Document---

<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>16.</b>	<b>Reference Organization (if applicable)</b>	n/a	
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	n/a	
<b>18.</b>	<b>Company's Date of Filing</b>	06/26/2008	
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	SA AR 0806 SHOE
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The Great American Insurance Group, composed of the above referenced companies, hereby submits for your approval, a form filing introducing the Apparel/Clothing/Shoe Store Edge endorsements (BP8841 ed. 04/08 and BP8742 ed. 04/08). We understand that the rates and rules are exempt from filing requirements.

<b>22.</b>	<b>Filing Fees</b> (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 #:** EFT  
**Amount:** \$50.00

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

**\*\*\*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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	SA AR 0806 SHOE			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	n/a			
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	Apparel/Clothing/Shoe Store Edge With Pedorthist Coverage	BP 88 41 (Ed. 04 08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Apparel/Clothing/Shoe Store Edge Endorsement	BP 88 42 (Ed. 04 08)	<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		

## **Apparel/Clothing/Shoe Store Edge Endorsement Explanatory memorandum:**

Great American Insurance Group introduces a new Apparel/Clothing/Shoe Store Edge Endorsement BP 88 42 (Ed. 04/08), as an endorsement to be utilized in our SafePak program. This endorsement will be attached as a mandatory form to those risks that are clothing and shoe stores identified as the following class codes:

	<b><u>Retail Services Class Codes</u></b>	<b><u>Wholesale Class Codes</u></b>
Children's and Infant's Wear	56413	76413
Family	56514	76514
Ladies' and Girls'	56320	76320
Ladies' Specialty & Accessories	66515	76515
Men's and Boy's	56113	76113
Sports Apparel	10017	
Athletic Footwear	10016	
Shoes – Ladies, Mens, Childrens Shoes	56613	76613

An Edge credit factor of 0.95 applies when these class codes are the primary business operation of the insured.

The clothing stores and shoe stores identified are retail and/or wholesale operations that we have targeted as risks we want to write. As such, we will offer the additional supplementary coverage's in our Apparel/Clothing/Shoe Store Edge Endorsement:

- ✓ **Blanket Additional Coverage Limit at \$150,000 (limit split between 6 coverage's)**
  - Accounts receivable
  - Business computer
  - Debris Removal
  - Valuable papers and records
  - Loss of refrigeration
  - Personal Property of others
- ✓ **Business computer** - \$50,000
- ✓ **Business Income – Dependent properties** - \$50,000
- ✓ **Business Income – Extended Period** - 90 days
- ✓ **Business Income Web Site Extension** - \$50,000
- ✓ **Business Personal Property – Seasonal Increase 100%**
- ✓ **Consequential Loss to Stock Included**
- ✓ **Employee Dishonesty** - \$25,000
- ✓ **Fine Arts** - \$25,000
- ✓ **F.O.B. Shipments** – included
- ✓ **Fraudulent Bills of Lading** - included
- ✓ **Forgery and Alteration** - \$25,000
- ✓ **Laptop Computers – Worldwide Coverage** - \$10,000
- ✓ **Loading and Unloading** - included
- ✓ **Lost Key Coverage** - \$2,500
- ✓ **Money and Securities** –
  - Inside limit - \$10,000
  - Outside limit - \$10,000
- ✓ **Transportation in Custody of a "Carrier"** - \$25,000
- ✓ **Utility Services – Direct Damage** - \$25,000