

SERFF Tracking Number: EMCC-125730802 State: Arkansas
Filing Company: Employers Mutual Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: AR-CIM-2008-02
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: Uncontrolled Inland Marine
Project Name/Number: /

Filing at a Glance

Company: Employers Mutual Casualty Company

Product Name: Uncontrolled Inland Marine SERFF Tr Num: EMCC-125730802 State: Arkansas
TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 09.0000 Inland Marine Sub-TOI Co Tr Num: AR-CIM-2008-02 State Status: Fees verified and received
Combinations
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins
Author: Jo Byers Disposition Date: 07/15/2008
Date Submitted: 07/11/2008 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: Status of Filing in Domicile: Not Filed
Project Number: Domicile Status Comments:
Reference Organization: AAIS Reference Number: AAIS-2004-9
Reference Title: Advisory Org. Circular:
Filing Status Changed: 07/15/2008
State Status Changed: 07/11/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
July 11, 2008

Commissioner of Insurance
Arkansas Insurance Department
1200 West Third St.
Little Rock, AR 72201-1904

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 (800) 247-2128 Ext. 2707
 jo.l.byers@emcins.com

Company and Contact

Filing Contact Information

Jo Byers, Filings Analyst Jo.L.Byers@EMCIns.com
 PO Box 712 (800) 247-2128 [Phone]
 Des Moines, IA 50306-0712 (515) 345-2223[FAX]

Filing Company Information

Employers Mutual Casualty Company CoCode: 21415 State of Domicile: Iowa
 717 Mulberry Street Group Code: 62 Company Type: P & C
 Des Moines, IA 50309 Group Name: State ID Number:
 (800) 247-2128 ext. [Phone] FEIN Number: 42-0234980

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Employers Mutual Casualty Company	\$50.00	07/11/2008	21366363

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07/15/2008	07/15/2008
Approved	Llyweyia Rawlins	07/11/2008	07/11/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Uniform Transmittal Document-Property & Casualty	Supporting Document	Jo Byers	07/14/2008	07/14/2008
Installation Floater Valuation	Form	Jo Byers	07/14/2008	07/14/2008
Forms Memorandum	Supporting Document	Jo Byers	07/14/2008	07/14/2008
Amended cover letter	Supporting Document	Jo Byers	07/14/2008	07/14/2008
Amendment	Supporting Document	Jo Byers	07/14/2008	07/14/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Reopen Filing	Note To Filer	Llyweyia Rawlins	07/14/2008	07/14/2008
Reopen Filing	Note To Reviewer	Jo Byers	07/14/2008	07/14/2008

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Status: Approved

Comment:

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Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document (revised)	Forms Memorandum	Approved	Yes
Supporting Document	Forms Memorandum	Approved	Yes
Supporting Document	Amended cover letter	Approved	Yes
Supporting Document	Amendment	Approved	Yes
Form	Installation Floater Coverage	Approved	Yes
Form	Business Personal Property Endorsement	Approved	Yes
Form	Reporting Conditions Endorsement	Approved	Yes
Form	Testing and Commissioning Coverage	Approved	Yes
Form	Waterborne Endorsement	Approved	Yes
Form	Fraud and Deceit Coverage	Approved	Yes
Form (revised)	Installation Floater Valuation	Withdrawn	Yes
Form	Installation Floater Valuation	Withdrawn	Yes
Form	Installation Supplement Declarations Reporting Form	Approved	Yes
Form	Installation Coverage Non-Reporting Testing Coverage Supplement Declarations	Approved	Yes
Form	Riggers Coverage	Approved	Yes
Form	Riggers Liability Supplemental Declarations	Approved	Yes
Form	Installation Floater Coverage	Approved	Yes
Form	Personal Property Endorsement	Approved	Yes
Form	Reporting Conditions Endorsement	Approved	Yes
Form	Testing Coverage Endorsement	Approved	Yes
Form	Riggers' Liability Coverage	Approved	Yes

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Form (revised)	Installation Floater Valuation	Withdrawn	Yes
Form	Installation Floater Valuation	Withdrawn	Yes
Form	Installation Supplement Declarations Reporting Form	Approved	Yes
Form	Installation Coverage Non-Reporting Testing Coverage Supplement Declarations	Approved	Yes
Form	Riggers Coverage	Approved	Yes
Form	Riggers Liability Supplemental Declarations	Approved	Yes
Form	Installation Floater Coverage	Approved	Yes
Form	Personal Property Endorsement	Approved	Yes
Form	Reporting Conditions Endorsement	Approved	Yes
Form	Testing Coverage Endorsement	Approved	Yes
Form	Riggers' Liability Coverage	Approved	Yes

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Amendment Letter

Amendment Date:
Submitted Date: 07/14/2008

Comments:

Amended transmittal document attached (added reference # AAIS-2004-28).

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Uniform Transmittal Document-Property & Casualty

Comment:

pctd.pdf

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Amendment Letter

Amendment Date:
 Submitted Date: 07/14/2008

Comments:

Amendment attached.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Installation Floater Valuation	CM7281.1	7-07	Endorsement/Amendment/Conditions	Withdrawn				

Supporting Document Schedule Item Changes:

User Added -Name: Forms Memorandum

Comment:
 Amended form memorandum.pdf

User Added -Name: Amended cover letter

Comment:
 Amended cover letter.pdf

User Added -Name: Amendment

Comment:
 amendment.pdf

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Note To Filer

Created By:

Llyweyia Rawlins on 07/14/2008 10:07 AM

Subject:

Reopen Filing

Comments:

I will be glad to reopen this filing.

Sincerely,

Llyweyia Rawlins

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Note To Reviewer

Created By:

Jo Byers on 07/14/2008 08:52 AM

Subject:

Reopen Filing

Comments:

Please reopen this filing. It has come to our attention that form CM7281.1 (7-07) was filed in error. Thank you.

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Installation Floater Coverage	IM7100	6-04	Endorsement/Amendment/Conditions			IM7100 6-04.pdf
Approved	Business Personal Property Endorsement	IM7111	4-04	Endorsement/Amendment/Conditions			IM7111 4-04.pdf
Approved	Reporting Conditions Endorsement	IM7112	4-04	Endorsement/Amendment/Conditions			IM7112 4-04.pdf
Approved	Testing and Commissioning Coverage	IM7114	4-04	Endorsement/Amendment/Conditions			IM7114 4-04.pdf
Approved	Waterborne Endorsement	IM7117	4-04	Endorsement/Amendment/Conditions			IM7117 4-04.pdf
Approved	Fraud and Deceit Coverage	IM7118	4-04	Endorsement/Amendment/Conditions			IM7118 4-04.pdf
Withdrawn	Installation Floater Valuation	CM7281.1	7-07	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:		
Approved	Installation Supplement Declarations Reporting Form	CM7280	7-07	Declaration Schedule	Replaced Form #: CM7280 12-97 Previous Filing #:		CM7280_200707.pdf
Approved	Installation	CM7280.1	7-07	Declaration	Replaced Form #:		CM7280_1_

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	Coverage Non-Reporting Testing Coverage Supplement Declarations			s/Schedule	CM7280.1 12-97 Previous Filing #:	200707.pdf
Approved	Riggers Coverage	IM7150	6-04	Endorsement/Amendment/Conditions		IM7150 6-04.pdf
Approved	Riggers Liability Supplemental Declarations	CM7270	10-07	Declaration	Replaced Form #: CM7270 1-99 Previous Filing #:	CM7270_200710.pdf
Approved	Installation Floater Coverage	CM7281	12-97	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:	
Approved	Personal Property Endorsement	CM7286	12-97	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:	
Approved	Reporting Conditions Endorsement	CM7284	12-97	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:	
Approved	Testing Coverage Endorsement	CM7285	12-97	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:	
Approved	Riggers' Liability Coverage	CM7271	1-99	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #:	

INSTALLATION FLOATER COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Installation Floater Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the declarations.
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Earth movement" means any movement or vibration of the earth's surface (other than "sinkhole collapse") including but not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting, of earth.
4. "Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not. This includes spray that results from these whether driven by wind or not.

5. "Fungus" means:
 - a. a fungus, including but not limited to mildew and mold;
 - b. a protist, including but not limited to algae and slime mold;
 - c. wet rot and dry rot;
 - d. a bacterium; or
 - e. a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
6. "Jobsite" means any location, project, or work site where "you" are involved in an installation or construction project.
7. "Limit" means the amount of coverage that applies.
8. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
9. "Schedule of coverages" means:
 - a. all pages labeled schedule of coverages or schedules that pertain to this coverage; and
 - b. declarations or supplemental declarations that pertain to this coverage.

10. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.

11. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

12. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.

13. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

1. **Coverage** -- "We" cover direct physical loss caused by a covered peril to materials, supplies, machinery, fixtures, and equipment that "you" are installing, constructing, or rigging as part of "your" installation or construction project.

2. **Coverage Limitations** -- "We" only cover:

- a. materials, supplies, machinery, fixtures, and equipment that will become a permanent part of "your" completed installation or construction project; and
- b. an installation or construction project at "your" "jobsite".

However, if Scheduled Locations Coverage is indicated on the "schedule of coverages", "we" only cover an installation or construction project at a "jobsite" that is described on the "schedule of coverages".

3. **Materials, Supplies, Machinery, Fixtures, And Equipment Means** -- Materials, supplies, machinery, fixtures, and equipment means:

- a. "your" materials, supplies, machinery, fixtures, and equipment; and
- b. similar property of others that is in "your" care, custody, or control.

PROPERTY NOT COVERED

1. **Airborne Property** -- "We" do not cover property while airborne except while in transit on a regularly scheduled airline flight.

2. **Buildings, Structures, And Land** -- "We" do not cover buildings, structures, or land.

However, "we" do cover property that is part of "your" installation or construction project and is in connection with any building or structure.

3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
4. **Machinery, Tools, Equipment** -- "We" do not cover machinery, tools, equipment, or similar property that will not become a permanent part of "your" installation or construction project.
5. **Money And Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
6. **Trees, Shrubs, Or Plants** -- "We" do not cover trees, shrubs, plants, or lawns.
7. **Waterborne Property** -- "We" do not cover property while waterborne except while in transit in the custody of a carrier for hire.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage

Extensions -- The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

1. Debris Removal --

- a. **Coverage** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril.
- b. **We Do Not Cover** -- This coverage does not include costs to:
 - 1) extract "pollutants" from land or water; or
 - 2) remove, restore, or replace polluted land or water.
- c. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
- d. **Additional Limit** -- "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.
- e. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. **Emergency Removal --**

- a. **Coverage** -- "We" cover any direct physical loss to covered property while it is being moved or being stored to prevent a loss caused by a covered peril.
- b. **Time Limitation** -- This coverage applies for up to ten days after the property is first moved. Also, this coverage does not extend past the date on which this policy expires.

3. **Limited Fungus Coverage --**

- a. **Coverage** -- "We" pay for direct physical loss to covered property caused by or relating to the existence of or any activity of "fungus".
- b. **Coverage Limitation** -- "We" only cover loss caused by "fungus":
 - 1) when the "fungus" is the result of:
 - a) a "specified peril" other than fire or lightning; or
 - b) "flood" (if the Flood Coverage is provided under this policy);that occurs during the policy period; and
 - 2) if all reasonable steps were taken to protect the property from additional damage at and after the time of the occurrence.
- c. **Limit** -- The most "we" pay for all losses at all installation or construction projects is \$15,000, unless another "limit" is indicated on the "schedule of coverages". The Limited Fungus Limit applies regardless of the number of claims made.

The Limited Fungus Limit applies regardless of the number of locations, buildings or structures, or projects insured under this policy.

The Limited Fungus Limit is the most that "we" pay for the total of all loss or damage arising out of all occurrences of "specified perils", other than fire or lightning, or "flood" (if applicable) during each separate 12-month period beginning with the inception date of this policy.

- d. **If The Policy Period Is Extended** -- If the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding period for the purpose of determining the Limited Fungus Limit.
- e. **Recurrence And Continuation Of Fungus** -- Limited Fungus Limit is the most that "we" pay with respect to a specific occurrence of a loss which results in "fungus" even if such "fungus" recurs or continues to exist during this or any future policy period.
- f. **Limit Applies To Other Costs Or Expenses** -- Limited Fungus Limit also applies to any cost or expense to:
 - 1) clean up, contain, treat, detoxify, or neutralize "fungus" on covered property or remove "fungus" from covered property;
 - 2) remove and replace those parts of covered property necessary to gain access to "fungus"; and
 - 3) test for the existence or level of "fungus" following the repair, replacement, restoration, or removal of damaged property if it is reasonable to believe that "fungus" is present.
- g. **Loss Not Caused By Fungus** -- If there is a covered loss or damage to covered property not caused by "fungus", loss payment will not be limited by the "terms" of this coverage extension. However, to the extent that "fungus" causes an increase in the loss, that increase is subject to the "terms" of this coverage extension.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages

-- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

1. Contract Penalty --

- a. **Coverage** -- "We" pay for the cost of contractual penalties for non-completion that "you" are assessed or are required to pay because "you" are unable to complete work on a covered installation or construction project in accordance with the terms or conditions of the installation or construction contract.
- b. **Coverage Limitation** -- "Your" inability to complete "your" installation or construction project on time must be as a direct result of a loss by a covered peril to a covered installation or construction project.
- c. **Limit** -- The most "we" pay in any one occurrence for all contractual penalties is \$5,000.

2. Earthquake Coverage --

If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by earthquake and volcanic eruption to covered property.

3. Flood Coverage --

If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by "flood" to covered property.

4. Pollutant Cleanup And Removal --

- a. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
- c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

- d. **Limit** -- The most "we" pay for each location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

5. **Sewer Backup Coverage** --

- a. **Coverage** -- "We" cover direct physical loss to a covered installation or construction project caused by:
- 1) water that backs up through a sewer or drain; or
 - 2) water below the surface of the ground including water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure.
- b. **Limit** -- The most "we" pay in any one occurrence for loss caused by sewer backup and water below the surface is \$5,000.

6. **Storage Locations** --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to materials, supplies, machinery, fixtures, and equipment that will become a permanent part of "your" installation or construction project while they are at a storage location that is not described on the "schedule of coverages".
- b. **Limit** -- The most "we" pay in any one occurrence for loss to property at a storage location is \$5,000.

7. **Testing** --

- a. **Coverage** -- "We" cover direct physical loss to covered property caused by a covered peril that results from testing.

Testing includes start-up, performance, stress, pressure, or overload testing of materials, supplies, machinery, fixtures, and equipment that will become a permanent part of a covered installation or construction project.

- b. **Limit** -- The most "we" pay in any one occurrence for loss resulting from testing is \$5,000.

8. **Transit** --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to materials, supplies, machinery, fixtures, and equipment that will become a permanent part of "your" installation or construction project while they are in transit.
- b. **Limit** -- The most "we" pay in any one occurrence for loss to property in transit is \$5,000.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Earth Movement Or Volcanic Eruption** -- Except as provided under Supplemental Coverages - Earthquake Coverage, "we" do not pay for loss caused by any "earth movement" (other than "sinkhole collapse") or caused by eruption, explosion, or effusion of a volcano.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either "earth movement" or eruption, explosion, or effusion of a volcano.

This exclusion does not apply to covered property while in transit.

- c. **Flood** -- Except as provided under Supplemental Coverages - Flood Coverage, "we" do not pay for loss caused by "flood".

"We" do cover direct loss by fire, explosion, or sprinkler leakage resulting from "flood".

This exclusion does not apply to covered property while in transit.

- d. **Fungus** -- Except as provided under Coverage Extensions - Limited Fungus Coverage, "we" do not pay for loss, cost, or expense caused by or relating to the existence of or any activity of "fungus".

But if "fungus" results in a "specified peril", we cover loss or damage caused by that "specified peril".

This exclusion does not apply to:

- 1) loss that results from fire or lightning; or
- 2) collapse caused by hidden decay.

- e. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

- f. **Ordinance Or Law** -- "We" do not pay for loss or increased cost caused by enforcement of any code, ordinance, or law regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris.

"We" do not pay for loss regardless if the loss is caused by or results from the:

- 1) enforcement of any code, ordinance, or law even if a building or structure has not been damaged; or
- 2) increased costs that "you" incur because of "your" compliance with a code, ordinance, or law during the construction, repair, rehabilitation, remodeling, or razing of a building or structure, including the removal of debris, following a direct physical loss to the property.

- g. **Penalties** -- Except as provided under Supplemental Coverages - Contract Penalty, "we" do not pay for loss caused by penalties for non-completion or non-compliance with any contract terms or conditions.

- h. **Sewer Backup And Water Below The Surface** -- Except as provided under Supplemental Coverages - Sewer Backup Coverage, "we" do not pay for loss caused by:
- 1) water that backs up through a sewer or drain; or
 - 2) water below the surface of the ground, including but not limited to water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure.

"We" do cover direct loss by fire, explosion, or theft resulting from either water that backs up through a sewer or drain or water below the surface of the ground.

This exclusion does not apply to covered property while in transit.

- i. **War And Military Action** -- "We" do not pay for loss caused by:
- 1) war, including undeclared war or civil war; or
 - 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 - 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

- a. **Contamination Or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, rust, or any quality, fault, or weakness in covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- b. **Criminal, Fraudulent, Dishonest Or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- c. **Defects, Errors, And Omissions** -- "We" do not pay for loss caused by:
- 1) an act, defect, error, or omission (negligent or not) relating to:
 - a) design or specifications;
 - b) workmanship or construction; or
 - c) repair, renovation, or remodeling; or
 - 2) a defect, weakness, inadequacy, fault, or unsoundness in materials.

But if a defect, error, or omission as described above results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- d. **Electrical Currents** -- "We" do not pay for loss caused by arcing or by electrical currents other than lightning.

But if arcing or electrical currents other than lightning result in a covered peril, "we" do cover the loss or damage caused by that covered peril.

However, this exclusion does not apply to loss resulting from testing as specifically provided under Supplemental Coverages - Testing.

- e. **Explosion, Rupture, Or Bursting** -- "We" do not pay for loss caused by explosion, rupture, or bursting of steam boilers, steam or gas turbines, steam pipes, or steam engines.

This exclusion applies only to loss or damage to the steam boilers, steam or gas turbines, steam pipes, or steam engines in which the loss occurred.

- f. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.

- g. **Mechanical Breakdown** -- "We" do not pay for loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force.

But if a mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

However, this exclusion does not apply to loss resulting from testing as specifically provided under Supplemental Coverages - Testing.

- h. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- i. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

- 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
- 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

- j. **Temperature/Humidity** -- "We" do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.

But if dryness, dampness, humidity, or changes in or extremes of temperature results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- k. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense. been damaged by a peril insured against.
- l. **Wear And Tear** -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

But if wear and tear, marring, or scratching results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:
- a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - b. give notice to the police when the act that causes the loss is a crime.
2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
- a. **Payment Of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
 - b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not

3. **Proof Of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss;
 - b. other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and
 - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.

9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.
-

VALUATION

1. **Actual Cost To Repair, Replace, Or Rebuild** --
 - a. **The Value Will Be Based On** -- The value of covered property will be based on the lesser of the following amounts:
 - 1) The actual cost to repair, replace, or rebuild the covered property with materials of like kind and quality. The actual cost may include material, labor, reasonable overhead and profit, and delivery charges.
 - 2) The amount "you" actually spend to repair, replace, or rebuild the covered property.
 - b. **Payment Limitation** -- In no event will "we" pay more than the "limit" indicated on the "schedule of coverages".
2. **Pair Or Set** -- The value of a lost or damaged article that is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
3. **Loss To Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not pay for more than "your" insurable interest in any property.
2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.
3. **Earthquake Period** -- All earthquakes or volcanic eruptions that occur within a 168-hour period will be considered a single loss. This 168-hour period is not limited by the policy expiration.
4. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 3., 5., 6., and 7. under How Much We Pay, "we" pay the lesser of:
 - a. the amount determined under Valuation;
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. the "limit" that applies to the covered property.
5. **Coinsurance** --
 - a. **When Coinsurance Applies** -- "We" only pay a part of the loss if the "limit" is less than the percentage of the value of the covered property that is indicated on the "schedule of coverages".
 - b. **How We Determine Our Part Of The Loss** -- "Our" part of the loss is determined using the following steps:
 - 1) multiply the percent indicated on the "schedule of coverages" by the value of the covered property at the time of loss;

- 2) divide the "limit" for covered property by the result determined in b.1) above;
- 3) multiply the total amount of loss, after the application of any deductible, by the result determined in b.2) above.

The most "we" pay is the amount determined in b.3) above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.

- c. **If There Is More Than One Limit** -- If there is more than one "limit" indicated on the "schedule of coverages" for this coverage part, this procedure applies separately to each "limit".
 - d. **If There Is Only One Limit** -- If there is only one "limit" indicated on the "schedule of coverages" for this coverage, this procedure applies to the total of all covered property to which the "limit" applies.
 - e. **When Coinsurance Does Not Apply** -- Conditions for coinsurance do not apply unless a coinsurance percentage is indicated on the "schedule of coverages".
6. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
 7. **Insurance Under More Than One Policy** --
 - a. **Proportional Share** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

- b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

- b. **Conditions For Payment Of Loss** -- An insured loss will be payable 30 days after:

- 1) a satisfactory proof of loss is received; and
- 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

LOSS PAYMENT

1. Loss Payment Options --

- a. **Our Options** -- In the event of loss covered by this coverage form, "we" have the following options:
- 1) pay the value of the lost or damaged property;
 - 2) pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - 4) take all or any part of the property at the agreed or appraised value.
- b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. Your Losses --

- a. **Adjustment And Payment Of Loss** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.

3. Property Of Others --

- a. **Adjustment And Payment Of Loss To Property Of Others** -- Losses to property of others may be adjusted with and paid to:

- 1) "you" on behalf of the owner; or
- 2) the owner.

- b. **We Do Not Have To Pay You If We Pay The Owner** -- If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.

OTHER CONDITIONS

1. **Appraisal** -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Benefit To Others** -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** -- This provision applies only if the insured is an individual.
 - a. **Your Death** -- On "your" death, "we" cover the following as an insured:
 - 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - 2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.
 - b. **Policy Period Is Not Extended** -- This coverage does not extend past the policy period indicated on the declarations.

5. **Misrepresentation, Concealment, Or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "you" or any other insured have willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein.
 - b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "you" must notify "us" promptly if "you" recover property or receive payment;
 - b. "we" must notify "you" promptly if "we" recover property or receive payment;
 - c. any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be prorated between "you" and "us" based on "our" respective interest in the loss.
8. **Restoration Of Limits** -- Except as indicated under Limited Fungus Coverage, a loss "we" pay under this coverage does not reduce the applicable "limits".

9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:

- a. all of the "terms" of this coverage have been complied with; and
- b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

11. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

12. **Carriers For Hire** -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

3. "your" insurable interest in the covered property ceases;

4. "you" abandon the installation or construction project with no intent to complete it;

ADDITIONAL COVERAGE LIMITATIONS

When Coverage Ceases -- Coverage ends when one of the following first occurs:

1. this policy expires or is canceled;
2. the covered installation or construction project is accepted by the purchaser;

5. the installation or construction project has been completed for more than 30 days; or
6. the covered property has been put to its intended use. However, this does not apply to roofs or walls.

BUSINESS PERSONAL PROPERTY ENDORSEMENT

(The entries required to complete this endorsement
will be shown below or on the "schedule of coverages".)

	Limit
The most "we" pay in any one occurrence for loss to personal property is:	\$ _____

SUPPLEMENTAL COVERAGES

1. **Coverage** -- "We" cover direct physical loss caused by a covered peril to business personal property that will not become a permanent part of a covered installation or construction project.
2. **Coverage Limitation** -- "We" only cover business personal property while being installed or stored in a covered installation or construction project.

REPORTING CONDITIONS ENDORSEMENT

ADDITIONAL CONDITIONS

Reporting Conditions -- The following reporting conditions apply:

1. **Reports** --

- a. **You Will Report To Us** -- Within 30 days after the end of each reporting period indicated on the Reporting Conditions Schedule, "you" will report to "us" the total receipts (collected and uncollected) earned from "your" installation or construction projects during the reporting period indicated on the Reporting Conditions Schedule. Receipts include the amounts "you" earn from materials, labor, reasonable overhead and profit, and delivery charges that are part of "your" installation or construction projects.
- b. **Cancellation** -- If "your" coverage is canceled, "you" will report the total receipts (collected and uncollected) earned from "your" installation or construction projects up to and including the date of cancellation and pay any additional premium due.

2. **Premium Computation And Adjustment** -- The premium will be adjusted as of each adjustment period indicated on the Reporting Conditions Schedule. The total computed premium will be determined by multiplying the total earned receipts by the rate indicated on the schedule.

- a. **Annual Adjustment** -- When an annual adjustment period is indicated on the Reporting Conditions Schedule, "we" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the schedule.

- b. **Other Adjustment Period** -- When any other premium adjustment period is indicated, "we" will apply the computed premium to the deposit premium until it is exhausted. "You" will pay "us" all premiums that exceed the deposit premium. At the end of the policy period, if the computed premium is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the Reporting Conditions Schedule.

3. **Provisions That Affect How Much We Pay** -- The following provisions apply to reports that are submitted and may affect How Much We Pay:

- a. **Failure To Submit Reports** -- If "you" have failed to submit the required reports or no report has been submitted, the most "we" will pay is 90% of the "limit".
- b. **Reported Values Are Less Than The Full Value** -- If "your" last report before a loss shows less than the actual total receipts earned during the reporting period, "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the total receipts "you" reported divided by the total receipts "you" actually earned from "your" projects during the reporting period.
- c. **We Will Not Pay More Than The Limit** -- "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.

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TESTING AND COMMISSIONING COVERAGE

ADDITIONAL DEFINITIONS

1. "Cold testing" means the checking of the component parts of equipment or machinery by mechanical, electrical, hydrostatic, or other forms of testing under dry run conditions.

"Cold testing" does not include:

- a. the firing of furnaces or any application of direct or indirect heat;
- b. the use of feedstock or other materials for processing; or
- c. the connection of electrical generating, transforming, converting, or rectifying equipment to a power grid or other load circuit.

2. "Hot testing" means the checking of the component parts of equipment or machinery under load or operational conditions.

"Hot testing" includes:

- a. the firing of furnaces or any application of direct or indirect heat;
- b. the use of feedstock or other materials for processing or other means to simulate working conditions; or
- c. the connection of electrical generating, transforming, converting, or rectifying equipment to a power grid or other load circuit for the purposes of checking the equipment or machinery.

3. "Commissioning" means the operation of equipment or machinery with feedstock or other materials for processing under production conditions for the purposes of attaining specification requirements or for training operational personnel.

SUPPLEMENTAL COVERAGES

Only as regards the installation project described on the Testing and Commissioning Coverage Schedule, coverage for Testing under Supplemental Coverages is deleted and replaced by the following:

Testing And Commissioning Coverage --

1. **Coverage** -- If coverage is indicated on the Testing and Commissioning Coverage Schedule, "we" cover direct physical loss to covered property caused by or resulting from "cold testing", "hot testing", or "commissioning".
2. **Coverage Limitations** -- "We" only cover loss:
 - a. to covered property that is part of an installation project described on the Testing and Commissioning Coverage Schedule; and
 - b. caused by or resulting from the type of testing indicated on the Testing and Commissioning Coverage Schedule.
3. **Testing Period Limitation** -- After testing begins, it must be completed within the number of days indicated as the testing period on the Testing and Commissioning Coverage Schedule.

"We" do not cover loss caused by or resulting from testing if the loss occurs after the testing period.
4. **Limit** -- The most "we" pay for loss caused by or resulting from testing is the "limit" indicated on the Testing and Commissioning Coverage Schedule.

The "limit" for Testing and Commissioning Coverage is separate from and not part of nor in addition to the applicable "limit" for coverage described under Property Covered in the Installation Floater Coverage form.

5. **Deductible** -- "We" only pay that part of "your" testing loss over the deductible amount indicated on the Testing and Commissioning Coverage Schedule in any one occurrence.

CONDITIONS THAT MAY EFFECT COVERAGE

Protective Safeguards --

1. **You Are Required To Maintain Protective Safeguards** -- "You" are required to maintain the protective safeguards that are described on the Testing and Commissioning Coverage Schedule.

2. **Conditions Under Which We Do Not Pay For A Testing Loss** -- "We" do not pay for loss caused by or resulting from testing if, prior to the loss, "you":

- a. had knowledge of any suspension or impairment in any protective safeguard described on the schedule and "you" did not notify "us"; or
- b. failed to maintain:
- 1) any described supervision or service; or
 - 2) in complete working order any described protective device which "you" control.

PERILS EXCLUDED

The exclusions for Electrical Currents and Mechanical Breakdown still apply except to the extent that coverage is provided under this endorsement.

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WATERBORNE ENDORSEMENT

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

SCHEDULE

	Limit
The most "we" pay in any one occurrence for loss to covered property while waterborne is:	\$ _____

Waterborne Deductible

Deductible Amount	\$ _____
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COVERAGE EXTENSIONS

Waterborne Property -- "We" cover direct physical loss caused by a covered peril to covered property while waterborne.

PROPERTY NOT COVERED

The exclusion for Waterborne Property still applies except to the extent that coverage is provided under this endorsement.

HOW MUCH WE PAY

The following deductible provision applies to waterborne property:

Waterborne Deductible -- "We" pay only that part of "your" loss over the deductible amount indicated on the schedule in any one occurrence.

FRAUD AND DECEIT COVERAGE

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

	Limit
The most "we" pay in any one occurrence for theft of covered property resulting from fraud and deceit is:	\$ _____

COVERAGE EXTENSIONS

Fraud And Deceit -- "We" cover theft of covered property when "you", "your" agents, customers, or consignees are fraudulently induced to part with the covered property:

1. to persons who falsely represent themselves as the proper persons to receive the property;
 2. by the acceptance of fraudulent bills of lading or shipping receipts; or
 3. as a result of or directly related to the use of any electronic data processing hardware or software.
-

PERILS EXCLUDED

The exclusion for Voluntary Parting still applies except to the extent that coverage is provided under this endorsement.

POLICY
NUMBER:

INSTALLATION SUPPLEMENTAL DECLARATIONS REPORTING FORM

Named Insured _____
Effective Date of This Form _____
If Different from Policy Effective Date _____

Type of Installation Work Performed _____

DEDUCTIBLES

Applies to all Covered Causes of Loss except flood, earthquake and sewer backup \$ _____
Applies to Earthquake Coverage \$ _____
Applies to Flood Coverage \$ _____
Applies to Sewer Backup Coverage \$ _____

COVERAGE LIMITS

Catastrophe Limit – The most “we” pay for loss in any one occurrence \$ _____
Jobsite Limit - The most “we” pay for loss to any one “jobsite” \$ _____

COINSURANCE – (80%, 90%, 100%)

COVERAGE EXTENSIONS

Additional Debris Removal Expenses \$ _____
Emergency Removal _____
Limited Fungus Coverage \$ _____

SUPPLEMENTAL COVERAGES

Contract Penalty \$ _____
Pollutant Cleanup and Removal \$ _____
Sewer Backup Coverage \$ _____
Storage Locations \$ _____
Testing \$ _____
Transit \$ _____

Business Personal Property – The most “we” pay in any one occurrence for loss to Personal Property \$ _____

Earthquake Coverage

Earthquake Limit – The most “we” pay for loss to property in any one building or structure \$ _____
Earthquake Catastrophe Limit – The most “we” pay for loss in any one occurrence \$ _____

Flood Coverage

Flood Limit – The most “we” pay for loss to property in any one building or structure \$ _____
Flood Catastrophe Limit – The most “we” pay for loss in any one occurrence \$ _____

PREMIUM

Reporting Form - Deposit Premium \$ _____
Rate per \$100 of Gross Annual Receipts \$ _____
Reporting Frequency (Monthly Annually) _____
Adjustment Frequency (Monthly Annually) _____
Minimum Premium \$ _____

Optional Coverages and Endorsements _____

POLICY
NUMBER:

**INSTALLATION COVERAGE – NON-REPORTING
TESTING COVERAGE
SUPPLEMENTAL DECLARATIONS**

Named Insured _____
Effective Date of This Form _____
If Different from Policy Effective Date _____

Type of Installation Work Performed _____
Scheduled Location _____

DEDUCTIBLES

Applies to all Covered Causes of Loss except flood, earthquake and sewer backup \$ _____
Applies to Earthquake Coverage \$ _____
Applies to Flood Coverage \$ _____
Applies to Sewer Backup Coverage \$ _____

COVERAGE LIMITS

Catastrophe Limit – The most “we” pay for loss in any one occurrence \$ _____
Jobsite Limit - The most “we” pay for loss to any one “jobsite” \$ _____

COINSURANCE – (80%, 90%, 100%)

COVERAGE EXTENSIONS

Additional Debris Removal Expenses \$ _____
Emergency Removal _____
Limited Fungus Coverage \$ _____

SUPPLEMENTAL COVERAGES

Contract Penalty \$ _____
Pollutant Cleanup and Removal \$ _____
Sewer Backup Coverage \$ _____
Storage Locations \$ _____
Testing \$ _____
Transit \$ _____

Business Personal Property – The most “we” pay in any one occurrence for loss to Personal Property \$ _____

Earthquake Coverage

Earthquake Limit – The most “we” pay for loss to property in any one building or structure \$ _____
Earthquake Catastrophe Limit – The most “we” pay for loss in any one occurrence \$ _____

Flood Coverage

Flood Limit – The most “we” pay for loss to property in any one building or structure \$ _____
Flood Catastrophe Limit – The most “we” pay for loss in any one occurrence \$ _____

PREMIUM

Non-Reporting Form Premium \$ _____
Optional Coverages and Endorsements _____

TESTING

Cold Testing – The most “we” pay for loss caused by “Cold Testing” in any one occurrence \$ _____
Testing Period (Number of Days) _____

Hot Testing – The most “we” pay for loss caused by “Hot Testing” in any one occurrence \$ _____
Testing Period (Number of Days) _____

Commissioning – The most “we” pay for loss caused by “Commissioning” in any one occurrence \$ _____
Testing Period (Number of Days) _____

Premium _____ \$ _____

Optional Coverages and Endorsements _____

RIGGERS' COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Riggers' Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the declarations.
2. The words "we", "us", and "our" mean the company providing this coverage.
3. "Earth movement" means any movement or vibration of the earth's surface (other than "sinkhole collapse") including but not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.
4. "Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not. This includes spray that results from these whether driven by wind or not.
5. "Limit" means the amount of coverage that applies.

6. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
7. "Rigging" means rigging and includes moving, erecting, hoisting, or lowering.
8. "Schedule of coverages" means:
 - a. all pages labeled schedule of coverages or schedules that pertain to this coverage; and
 - b. declarations or supplemental declarations that pertain to this coverage.
9. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
10. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

 - a. personal property in the open; or
 - b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

11. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
12. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

1. **Coverage** -- "We" cover direct physical loss caused by a covered peril to property of others that:
 - a. is in "your" care, custody, and control; and
 - b. "you" have been hired for "rigging".
2. **Coverage Limitation** -- "We" only cover property of others while at a location for the purposes of:
 - a. "rigging";
 - b. assembling or dismantling work in connection with a "rigging" project; or
 - c. operations incidental to a "rigging", assembling, or dismantling project.

PROPERTY NOT COVERED

1. **Airborne Property** -- "We" do not cover property while airborne including property while being lifted or moved by a helicopter.

This exclusion does not apply to property while in transit on a regularly scheduled airline flight.

2. **Buildings, Structures, And Land** -- "We" do not cover buildings, structures, or land.

However, "we" do provide coverage for property covered in connection with any building or structure that is part of "your" "rigging", assembling, or dismantling project.

3. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.

4. **Money And Securities** -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.

5. **Service Fee** -- "We" do not cover property that "you" accept without charging a "rigging" or service fee.

6. **Trees, Shrubs, And Plants** -- "We" do not cover trees, shrubs, plants, or lawns.

7. **Waterborne Property** -- "We" do not cover property while waterborne except while in transit in the custody of a carrier for hire.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions -- The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverage provided below is part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

1. **Debris Removal** --

- a. **Coverage** -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril.
- b. **We Do Not Cover** -- This coverage does not include costs to:
 - 1) extract "pollutants" from land or water; or
 - 2) remove, restore, or replace polluted land or water.
- c. **Limit** -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.

d. **Additional Limit** -- "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.

e. **You Must Report Your Expenses** -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. **Defense Costs** --

a. **Coverage** -- "We" have the option to defend any "suit" brought against "you" as a result of damage to covered property caused by a covered loss. "We" may investigate and settle a claim or "suit".

b. **Coverage Limitation** -- "We" do not have to provide a defense after "we" have paid the "limit" as a result of a judgment or written settlement.

c. **You Must Not** -- "You" must not:

- 1) admit liability for a loss, settle a claim, or incur expense without "our" written consent; or
- 2) interfere with "our" negotiation for a settlement.

d. **Covered Expenses** -- "We" will pay the following expenses associated with any "suit" "we" defend:

- 1) expenses which "we" incur while investigating and defending the "suit";
- 2) actual loss of "your" salary, up to \$250 per day, for "your" time spent away from work at "our" request;
- 3) expenses that "you" incur at "our" request;

- 4) all costs that "you" are required to pay as a result of any "suit" "we" defend;
- 5) interest that accrues after entry of a judgment, until "we" tender, deposit in court, or pay "our" part of the judgment;
- 6) interest that is awarded against "you" before the entry of a judgment, if "we" make an offer to settle the "suit", "we" will not pay any interest that accrues after the offer to settle; and
- 7) cost of a bond for the release of attachments, "we" are not required to furnish a bond itself.

No deductible applies.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and

- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

1. Pollutant Cleanup And Removal --

- a. **Coverage** -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- b. **Time Limitation** -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
- c. **We Do Not Cover** -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

- d. **Limit** -- The most "we" pay for each location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

2. Property In Storage --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to covered property while in storage awaiting "rigging".

- b. **Limit** -- The most "we" pay in any one occurrence for loss to property while in storage is \$10,000.

3. **Transit** --

- a. **Coverage** -- "We" cover direct physical loss caused by a covered peril to covered property while in transit to a location for "rigging".
- b. **Limit** -- The most "we" pay any one occurrence for loss to property in transit is \$10,000.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

- 1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
 - a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.
- c. **Ordinance Or Law** -- "We" do not pay for loss or increased cost caused by enforcement of any code, ordinance, or law regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris.

"We" do not pay for loss regardless if the loss is caused by or results from the:

- 1) enforcement of any code, ordinance, or law even if a building or structure has not been damaged; or
 - 2) increased costs that "you" incur because of "your" compliance with a code, ordinance, or law during the construction, repair, rehabilitation, remodeling, or razing of a building or structure, including the removal of debris, following a direct physical loss to the property.
- d. **Penalties** -- "We" do not pay for loss caused by penalties for non-completion or non-compliance with any contract terms or conditions.
 - e. **War And Military Action** -- "We" do not pay for loss caused by:
 - 1) war, including undeclared war or civil war; or
 - 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

- 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

- a. **Contamination Or Deterioration** -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
- b. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:
 - 1) "you";
 - 2) others who have an interest in the property;
 - 3) others to whom "you" entrust the property;
 - 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
 - 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- c. **Defects, Errors, And Omissions** -- "We" do not pay for loss caused by an act, defect, error, or omission (negligent or not) relating to:

- 1) design, specifications, construction, materials or workmanship;
- 2) planning, zoning, development, siting, surveying, grading, or compaction; or
- 3) maintenance, installation, renovation, remodeling, or repair.

- d. **Electrical Currents** -- "We" do not pay for loss caused by arcing or by electrical currents other than lightning.

But if arcing or electrical currents other than lightning result in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- e. **Explosion, Rupture, Or Bursting** -- "We" do not pay for loss caused by explosion, rupture, or bursting of steam boilers, steam or gas turbines, steam pipes, or steam engines.

This exclusion applies only to loss or damage to the steam boilers, steam or gas turbines, steam pipes, or steam engines in which the loss occurred.

- f. **Loss Of Use** -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.

- g. **Mechanical Breakdown** -- "We" do not pay for loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force.

But if a mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- h. **Missing Property** -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- i. **Pollutants** -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":
- 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
 - 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

- j. **Rain, Snow, Ice, Or Sleet** -- "We" do not pay for loss caused by rain, snow, ice, or sleet to property in the open which is not part of the permanent building or structure.

This exclusion does not apply to property in the custody of carriers for hire.

- k. **Temperature/Humidity** -- "We" do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.
- l. **Testing** -- "We" do not pay for loss caused by testing including start-up, performance, stress, pressure, or overload testing of the covered property.

- m. **Voluntary Parting** -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

WHAT MUST BE DONE IN CASE OF LOSS

1. **Notice** -- In case of a loss, "you" must:
 - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - b. give notice to the police when the act that causes the loss is a crime.
2. **You Must Protect Property** -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
 - a. **Payment Of Reasonable Costs** -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
 - b. **We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.
3. **Proof Of Loss** -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss;

- b. other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and
 - e. estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
4. **Examination** -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
5. **Records** -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
6. **Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
7. **Volunteer Payments** -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
8. **Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.
9. **Cooperation** -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

1. **Actual Cash Value** -- The value of covered property will be based on the actual cash value at the time of the loss (with a deduction for depreciation).
2. **Pair Or Set** -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
3. **Loss To Parts** -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

1. **Insurable Interest** -- "We" do not cover more than "your" insurable interest in any property.
2. **Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.
3. **Loss Settlement Terms** -- Subject to paragraphs 1., 2., 4., and 5. under How Much We Pay, "we" pay the lesser of:
 - a. the amount determined under Valuation;
 - b. the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - c. the "limit" that applies to the covered property.
4. **Insurance Under More Than One Coverage** -- If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.

5. **Insurance Under More Than One Policy --**

- a. **Proportional Share** -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
- b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

1. **Loss Payment Options --**

- a. **Our Options** -- In the event of loss covered by this coverage form, "we" have the following options:
 - 1) pay the value of the lost or damaged property;
 - 2) pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - 4) take all or any part of the property at the agreed or appraised value.

- b. **Notice Of Our Intent To Rebuild, Repair, Or Replace** -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. **Your Losses --**

- a. **Adjustment And Payment Of Loss** -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. **Conditions For Payment Of Loss** -- An insured loss will be payable 30 days after:
 - 1) a satisfactory proof of loss is received; and
 - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. **Property Of Others --**

- a. **Adjustment And Payment Of Loss To Property Of Others** -- Losses to property of others may be adjusted with and paid to:
 - 1) "you" on behalf of the owner; or
 - 2) the owner.
- b. **We Do Not Have To Pay You If We Pay The Owner** -- If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.

REPORTING CONDITIONS

If indicated on the "schedule of coverages", the following reporting conditions apply.

1. **Reports --**

- a. **You Will Report To Us --** Within 30 days after the end of each reporting period indicated on the "schedule of coverages", "you" will report to "us" the total receipts (collected and uncollected) earned from "your" "rigging" projects during the reporting period indicated on the "schedule of coverages". Receipts include the amounts "you" earn from materials, labor, reasonable overhead and profit, and delivery charges that are part of "your" "rigging" projects.
- b. **Cancellation --** If "your" coverage is canceled, "you" will report the total receipts (collected and uncollected) earned from "your" "rigging" projects up to and including the date of cancellation and pay any additional premium due.

2. **Premium Computation And Adjustment --**
The premium will be adjusted as of each adjustment period indicated on the "schedule of coverages". The total computed premium will be determined by multiplying the total earned receipts by the rate indicated on the "schedule of coverages".

- a. **Annual Adjustment --** When an annual adjustment period is indicated on the "schedule of coverages", "we" will compare the total computed premium to the deposit premium. If it is more than the deposit premium, "you" will pay "us" the difference. If it is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the schedule.

- b. **Other Adjustment Period --** When any other premium adjustment period is indicated, "we" will apply the computed premium to the deposit premium until it is exhausted. "You" will pay "us" all premiums that exceed the deposit premium. At the end of the policy period, if the computed premium is less than the deposit premium, "we" will pay "you" the difference subject to the minimum premium indicated on the "schedule of coverages".

3. **Provisions That Affect How Much We Pay --** The following provisions apply to reports that are submitted and may affect How Much We Pay:

- a. **Failure To Submit Reports --** If "you" have failed to submit the required reports or no report has been submitted, the most "we" will pay is 90% of the "limit".
- b. **Reported Values Are Less Than The Full Value --** If "your" last report before a loss shows less than the actual total receipts earned during the reporting period, "we" will only pay a part of the loss. "We" will not pay a greater portion of the loss, prior to the application of the deductible, than the total receipts "you" reported divided by the total receipts "you" actually earned from "your" projects during the reporting period.
- c. **We Will Not Pay More Than The Limit --** "We" will not pay more than the applicable "limit" regardless of any reported value used in computing the premium.

OTHER CONDITIONS

1. **Appraisal --** If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

2. **Benefit To Others** -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
3. **Conformity With Statute** -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
4. **Estates** -- This provision applies only if the insured is an individual.
 - a. **Your Death** -- On "your" death, "we" cover the following as an insured:
 - 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - 2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

- b. **Policy Period Is Not Extended** -- This coverage does not extend past the policy period indicated on the declarations.
5. **Misrepresentation, Concealment Or Fraud** -- This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "you" or any other insured have willfully concealed or misrepresented:
 - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein.
 - b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
 6. **Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
 7. **Recoveries** -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "you" must notify "us" promptly if "you" recover property or receive payment;
 - b. "we" must notify "you" promptly if "we" recover property or receive payment;
 - c. any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.

8. **Restoration Of Limits** -- A loss "we" pay under this coverage does not reduce the applicable "limits".
9. **Subrogation** -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

10. **Suit Against Us** -- No one may bring a legal action against "us" under this coverage unless:
- all of the "terms" of this coverage have been complied with; and
 - the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by the law.

11. **Territorial Limits** -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

12. **Carriers For Hire** -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

ADDITIONAL COVERAGE LIMITATIONS

When Coverage Ceases -- Coverage ends when one of the following first occurs:

- this policy expires or is canceled;
- the covered property is accepted by the owner;
- "your" insurable interest in the covered property ceases;
- "you" abandon "your" "rigging", assembling, or dismantling project with no intent to complete it;
- the "rigging", assembling, or dismantling project has been completed for more than 30 days; or
- the covered property has been put to its intended use.

POLICY
NUMBER:

RIGGERS LIABILITY SUPPLEMENTAL DECLARATIONS

Named Insured _____

Effective Date of This Form _____

If Different from Policy Effective Date _____

Type of Installation Work Performed _____

Scheduled Location _____

DEDUCTIBLES

Applies to all Covered Causes of Loss \$ _____

COVERAGE LIMITS

Catastrophe Limit – The most “we” pay for loss in any one occurrence \$ _____

Any one Project Limit – The most “we” pay for loss to any one “rigging”,
assembling, or dismantling project \$ _____

COVERAGE EXTENSIONS

Additional Debris Removal Expenses \$ _____

Defense Costs \$ _____

SUPPLEMENTAL COVERAGES

Pollutant Cleanup and Removal \$ _____

Property In Storage \$ _____

Transit \$ _____

PREMIUM

Reporting Form - Deposit Premium \$ _____

Rate per \$100 of Gross Annual Receipts \$ _____

Reporting Frequency (Monthly Quarterly Annually)

Adjustment Frequency (Monthly Quarterly Annually)

Minimum Premium \$ _____

PREMIUM

Non-Reporting Form Premium \$ _____

Optional Coverages and Endorsements _____

SERFF Tracking Number: *EMCC-125730802* *State:* *Arkansas*
Filing Company: *Employers Mutual Casualty Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AR-CIM-2008-02*
TOI: *09.0 Inland Marine* *Sub-TOI:* *09.0000 Inland Marine Sub-TOI Combinations*
Product Name: *Uncontrolled Inland Marine*
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: EMCC-125730802 State: Arkansas
Filing Company: Employers Mutual Casualty Company State Tracking Number: EFT \$50
Company Tracking Number: AR-CIM-2008-02
TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
Product Name: Uncontrolled Inland Marine
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Review Status: Approved	07/15/2008
Comments:		
Attachment: pctd.pdf		
Satisfied -Name: Forms Memorandum	Review Status: Approved	07/15/2008
Comments:		
Attachment: Amended form memorandum.pdf		
Satisfied -Name: Amended cover letter	Review Status: Approved	07/15/2008
Comments:		
Attachment: Amended cover letter.pdf		
Satisfied -Name: Amendment	Review Status: Approved	07/15/2008
Comments:		
Attachment: amendment.pdf		

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
EMC Insurance Companies	062

4. Company Name(s)	Domicile	NAIC #	FEIN #
Employers Mutual Casualty Company	IA	21415	42-0234980

5. Company Tracking Number	AR-CIM-2008-02
-----------------------------------	-----------------------

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jo L. Byers P. O. Box 712 Des Moines, IA 50306-0712	Filings Analyst	800-247-2128 ext. 2707	515-345-2223	Jo.L.Byers@EMCIns.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jo L. Byers

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

9.	Type of Insurance (TOI)	Commercial Inland Marine
10.	Sub-Type of Insurance (Sub-TOI)	Uncontrolled Inland Marine
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Uncontrolled Inland Marine
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: 9/1/08 Renewal: 9/1/08

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16.	Reference Organization (if applicable)	AAIS
17.	Reference Organization # & Title	AAS-2004-9, AAIS-2004-28
18.	Company's Date of Filing	7/11/08
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AR-CIM-2008-02
------------	--	----------------

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

The captioned company is a member of American Association of Insurance Services (AAIS) and submits for filing a form revision to be applicable to policies written on or after September 1, 2008.

We are adopting AAIS's revision found in reference number AAIS-2004-9. As a result, we have revised our forms for the Rigger and Installation Floaters to coincide with AAIS. These revisions will allow us to compete in the market. Based on the market and underwriting judgment, the rates for Riggers Liability have been slightly decreased.

Currently we have several independent forms filed for these programs. With our adoption, these forms are being replaced with AAIS forms. The differences are explained in the attached form memorandum along with the revised and withdrawn forms.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

Check #: 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.)

1.	This filing transmittal is part of Company Tracking #	AR-CIM-2008-02			
2.	This filing corresponds to rate/rule filing number <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	See Forms Memorandum		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input 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		

Arkansas Form Memorandum Uncontrolled Inland Marine

Installation Floater

AAIS Form - Adopted

IM7100 6-04 Installation Floater Coverage

- o AAIS's form includes
 - o The definitions for fungus and jobsite
 - o Earthquake, flood, sewer backup, testing and contract penalty coverages as supplemental coverages

Company Form - withdrawn

CM7281 12-97 Installation Floater Coverage

IM7111 4-04 Business Personal Property Endorsement CM7286 12-97 Personal Property Endorsement

- o Current text of personal property is replaced with business personal property.
- o AAIS's form includes sections for Coverage and Coverage Limitation.

IM7112 4-04 Reporting Conditions Endorsement CM7284 12-97 Reporting Conditions Endorsement

- o Under AAIS's Reports text reads, "you will report to us the total receipts (collected and uncollected) earned from your installation or construction projects during the reporting period indicated on the Reporting Conditions Schedule." Our endorsement reads, "you must report to us the total value of all receipts (collected or uncollected) earned from your business during the reporting period indicated on the declarations."
- o Under AAIS's Premium Computation and Adjustment the text reads, "The total computed premium will be determined by multiplying the total earned receipts by the rate indicated on the schedule." Our endorsement simply states, premium will be computed using the rate indicated on the declarations.
- o Section for Reported Values Are Less Than the Full Value is included.

IM7114 4-04 Testing and Commissioning Coverage

CM7285 12-97 Testing Coverage Endst

- o AAIS's form includes
 - o Text stating the limit for testing and commissioning coverage is separate from and not part of nor in addition to the applicable limit for coverage.
 - o Section for Perils Excluded

IM7117 4-04 Waterborne Endorsement

N/A

IM7118 4-04 Fraud and Deceit Coverage

N/A

Revised Company Endorsement & Declarations

CM7280 (7-07) Installation Supplement Declarations Reporting Form replaces

CM7280 12-97

Revised to following new coverage form

CM7280.1 (7-07) Installation Coverage Non-Reporting Testing Coverage Supplement Declarations

replaces

CM7280.1 12-97

Revised to following new coverage form

Riggers

AAIS Form - Adopted

IM7150 6-04 Riggers' Coverage

- AAIS's form includes
 - Definitions for Earth movement, Flood and Schedule of Coverages
 - The text "radioactive irritant, including acids, alkalis, chemicals, fumes, smoke, soot vapor and waste" in the definition for Pollutant
 - The text "including property while being lifted or moved by a helicopter" under Airborne Property - Property Not Covered.
 - Defense Costs, under Coverage Extensions
 - Information for Provisions That Apply to Supplemental Coverages
 - Separate limits of \$10,000 for Property in Storage and Transit
 - Additional Ordinance or Law exclusions
 - The text "rupturing or bursting or moving parts of machinery caused" under Mechanical Breakdown.
 - Voluntary Parting under Perils Excluded
 - The text under
- Under Loss Payment, the current text "pay the value of the *loss*" is replaced with "pay the value of the *lost or damaged property*" and the current text "replace with property of *like* kind" is replaced with "replace the property with other property of *equivalent* kind"
- The Reporting Conditions section contains additional text and details addressing the reporting procedures. AAIS's form contains three sections: 1. Reports, 2. Premium Computation and Adjustment and 3. Provisions That Affect How Much We Pay.

Company Form - withdrawn

CM7271 1-99 Riggers' Liability Coverage

Revised Company Declarations

CM7270 (10-07) Riggers Liability Supplemental Declarations replaces

CM7270 1-99

Revised to following new coverage form

July 11, 2008

Commissioner of Insurance
Arkansas Insurance Department
1200 West Third St.
Little Rock, AR 72201-1904

Amended Cover Letter

EMPLOYERS MUTUAL CASUALTY COMPANY – 062-21415
Uncontrolled Inland Marine
Riggers Liability and Installation Floater
Adopt AAIS's Revised Forms
Reference #s: AAIS-2004-9 & **AAIS-2004-28**
Company File # AR-CIM-2008-02
Effective: September 1, 2008

The captioned company is a member of American Association of Insurance Services (AAIS) and submits for filing a form revision to be applicable to policies written on or after September 1, 2008.

We are adopting AAIS's revision found in reference numbers AAIS-2004-9 **and AAIS-2004-28**. As a result, we have revised our forms for the Rigger and Installation Floaters to coincide with AAIS. These revisions will allow us to compete in the market. Based on the market and underwriting judgment, the rates for Riggers Liability have been slightly decreased.

Currently we have several independent forms filed for these programs. With our adoption, these forms are being replaced with AAIS forms. The differences are explained in the attached form memorandum along with the revised and withdrawn forms.

We supplement this filing with the following:

- \$50.00 filing fee (EFT)
- Property and Casualty Transmittal Document
- Form Memorandum
- Final printed copies of our forms

We respectfully request your approval of our filing, to be applicable to policies written on or after September 1, 2008. Thank you.

Jo L. Byers, Filings Analyst
Rates and Filings Dept.
(800) 247-2128 Ext. 2707
jo.l.byers@emcins.com



717 Mulberry
Des Moines, IA 50309-3872
P.O. Box 712
Des Moines, IA 50306-0712
Phone 515.280.2511
www.emcinsurance.com

July 14, 2008

Commissioner of Insurance
Arkansas Insurance Department
1200 West Third St.
Little Rock, AR 72201-1904

EMPLOYERS MUTUAL CASUALTY COMPANY – 062-21415
Uncontrolled Inland Marine
Riggers Liability and Installation Floater
Adopt AAIS's Revised Forms
Reference #s: AAIS-2004-9 & **AAIS-2004-28**
Company File # AR-CIM-2008-02
Effective: September 1, 2008

We recently received approval on the captioned filing, dated July 11, 2008. It has come to our attention that we inadvertently filed form CM7281.1 (7-07). At this time, we are withdrawing that form from this filing. We have also amended the cover letter to include reference number AAIS-2004-28 which was omitted from the original filing letter.

We have attached the amended cover letter and amended form memorandum. We apologize for this oversight.

We respectfully request your approval of our amendment, to be applicable to policies written on or after September 1, 2008. Thank you.

Jo L. Byers, Filings Analyst
Rates and Filings Dept.
(800) 247-2128 Ext. 2707
jo.l.byers@emcins.com

SERFF Tracking Number: EMCC-125730802 State: Arkansas
 Filing Company: Employers Mutual Casualty Company State Tracking Number: EFT \$50
 Company Tracking Number: AR-CIM-2008-02
 TOI: 09.0 Inland Marine Sub-TOI: 09.0000 Inland Marine Sub-TOI Combinations
 Product Name: Uncontrolled Inland Marine
 Project Name/Number: /

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Installation Floater Valuation	07/11/2008	CM7281_1_2007 07.pdf
No original date	Supporting Document	Uniform Transmittal Document- Property & Casualty	07/11/2008	pctd.pdf
No original date	Supporting Document	Forms Memorandum	07/11/2008	form memorandum.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTALLATION FLOATER VALUATION ENDORSEMENT

Valuation, paragraph **1.a.1)** is replaced by the following:

- a.** the actual cost to repair, replace or rebuild the covered property with materials of like kind and quality. The actual cost may include material, labor, and reasonable overhead expenses and delivery charges, but excludes profit.

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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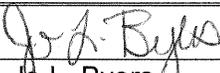
3. Group Name	Group NAIC #
EMC Insurance Companies	062

4. Company Name(s)	Domicile	NAIC #	FEIN #
Employers Mutual Casualty Company	IA	21415	42-0234980

5. Company Tracking Number	AR-CIM-2008-02
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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
	Jo L. Byers P. O. Box 712 Des Moines, IA 50306-0712	Filings Analyst	800-247-2128 ext. 2707	515-345-2223	Jo.L.Byers@EMCIns.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jo L. Byers

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

9.	Type of Insurance (TOI)	Commercial Inland Marine
10.	Sub-Type of Insurance (Sub-TOI)	Uncontrolled Inland Marine
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Uncontrolled Inland Marine
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: 9/1/08 Renewal: 9/1/08

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16.	Reference Organization (if applicable)	AAIS
17.	Reference Organization # & Title	AAS-2004-9
18.	Company's Date of Filing	7/11/08
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AR-CIM-2008-02
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The captioned company is a member of American Association of Insurance Services (AAIS) and submits for filing a form revision to be applicable to policies written on or after September 1, 2008.

We are adopting AAIS's revision found in reference number AAIS-2004-9. As a result, we have revised our forms for the Rigger and Installation Floaters to coincide with AAIS. These revisions will allow us to compete in the market. Based on the market and underwriting judgment, the rates for Riggers Liability have been slightly decreased.

Currently we have several independent forms filed for these programs. With our adoption, these forms are being replaced with AAIS forms. The differences are explained in the attached form memorandum along with the revised and withdrawn forms.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

Check #: 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.)

1.	This filing transmittal is part of Company Tracking #	AR-CIM-2008-02			
2.	This filing corresponds to rate/rule filing number <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	See Forms Memorandum		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input 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		

Arkansas Form Memorandum Uncontrolled Inland Marine

Installation Floater

AAIS Form - Adopted

IM7100 6-04 Installation Floater Coverage

- AAIS's form includes
 - The definitions for fungus and jobsite
 - Earthquake, flood, sewer backup, testing and contract penalty coverages as supplemental coverages

Company Form - withdrawn

CM7281 12-97 Installation Floater Coverage

IM7111 4-04 Business Personal Property Endorsement CM7286 12-97 Personal Property Endorsement

- Current text of personal property is replaced with business personal property.
- AAIS's form includes sections for Coverage and Coverage Limitation.

IM7112 4-04 Reporting Conditions Endorsement CM7284 12-97 Reporting Conditions Endorsement

- Under AAIS's Reports text reads, "you will report to us the total receipts (collected and uncollected) earned from your installation or construction projects during the reporting period indicated on the Reporting Conditions Schedule." Our endorsement reads, "you must report to us the total value of all receipts (collected or uncollected) earned from your business during the reporting period indicated on the declarations."
- Under AAIS's Premium Computation and Adjustment the text reads, "The total computed premium will be determined by multiplying the total earned receipts by the rate indicated on the schedule." Our endorsement simply states, premium will be computed using the rate indicated on the declarations.
- Section for Reported Values Are Less Than the Full Value is included.

IM7114 4-04 Testing and Commissioning Coverage

CM7285 12-97 Testing Coverage Endst

- AAIS's form includes
 - Text stating the limit for testing and commissioning coverage is separate from and not part of nor in addition to the applicable limit for coverage.
 - Section for Perils Excluded

IM7117 4-04 Waterborne Endorsement N/A

IM7118 4-04 Fraud and Deceit Coverage N/A

Revised Company Endorsement & Declarations

CM7281.1 (7-07) Installation Floater Valuation Endorsement replaces
CM7281.1 6-03

Revised to include reference to delivery charges

CM7280 (7-07) Installation Supplement Declarations Reporting Form replaces
CM7280 12-97

Revised to following new coverage form

CM7280.1 (7-07) Installation Coverage Non-Reporting Testing Coverage Supplement Declarations
replaces

CM7280.1 12-97

Revised to following new coverage form

Riggers

AAIS Form - Adopted

IM7150 6-04 Riggers' Coverage

- AAIS's form includes
 - Definitions for Earth movement, Flood and Schedule of Coverages
 - The text "radioactive irritant, including acids, alkalis, chemicals, fumes, smoke, soot vapor and waste" in the definition for Pollutant
 - The text "including property while being lifted or moved by a helicopter" under Airborne Property - Property Not Covered.
 - Defense Costs, under Coverage Extensions
 - Information for Provisions That Apply to Supplemental Coverages
 - Separate limits of \$10,000 for Property in Storage and Transit
 - Additional Ordinance or Law exclusions
 - The text "rupturing or bursting or moving parts of machinery caused" under Mechanical Breakdown.
 - Voluntary Parting under Perils Excluded
 - The text under
- Under Loss Payment, the current text "pay the value of the *loss*" is replaced with "pay the value of the *lost or damaged property*" and the current text "replace with property of *like* kind" is replaced with "replace the property with other property of *equivalent* kind"
- The Reporting Conditions section contains additional text and details addressing the reporting procedures. AAIS's form contains three sections: 1. Reports, 2. Premium Computation and Adjustment and 3. Provisions That Affect How Much We Pay.

Company Form - withdrawn

CM7271 1-99 Riggers' Liability Coverage

Revised Company Declarations

CM7270 (10-07) Riggers Liability Supplemental Declarations replaces

CM7270 1-99

Revised to following new coverage form