

SERFF Tracking Number: HRLV-125761705 State: Arkansas
Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPSV12172007-2
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: CP
Project Name/Number: CP Product Standardization - revised/

Filing at a Glance

Company: Harleysville Mutual Insurance Company

Product Name: CP	SERFF Tr Num: HRLV-125761705	State: Arkansas
TOI: 01.0 Property	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)	Co Tr Num: CPSV12172007-2	State Status: Fees verified and received
Filing Type: Form	Co Status: Product Standardization - Phase 3B - revised	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Author: Carol Zwoyer	Disposition Date: 08/14/2008
	Date Submitted: 08/06/2008	Disposition Status: Approved
Effective Date Requested (New): 01/15/2009		Effective Date (New): 01/15/2009
Effective Date Requested (Renewal): 06/02/2009		Effective Date (Renewal): 06/02/2009

State Filing Description:

General Information

Project Name: CP Product Standardization - revised
Project Number:
Reference Organization: ISO
Reference Title:
Filing Status Changed: 08/14/2008
State Status Changed: 08/14/2008
Corresponding Filing Tracking Number:
Filing Description:

Status of Filing in Domicile:
Domicile Status Comments:
Reference Number: CF-2006-OVBEP
Advisory Org. Circular:
Deemer Date:

With this filing it is our intent to submit for your review and approval revisions applicable to our Commercial Property program.

Company and Contact

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Filing Contact Information

Carol Zwoyer, Senior State Filing Analyst czwoyer@harleysvillegroup.com
 355 Maple Avenue (215) 256-5735 [Phone]
 Harleysville, PA 19438-2297 (215) 256-5678[FAX]

Filing Company Information

Harleysville Mutual Insurance Company CoCode: 14168 State of Domicile: Pennsylvania
 355 Maple Avenue Group Code: 253 Company Type:
 Harleysville, PA 19438 Group Name: State ID Number:
 (215) 256-5000 ext. [Phone] FEIN Number: 23-0902325

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Mutual Insurance Company	\$50.00	08/06/2008	21810204

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08/14/2008	08/14/2008

SERFF Tracking Number: *HRLV-125761705* *State:* *Arkansas*
Filing Company: *Harleysville Mutual Insurance Company* *State Tracking Number:* *EFT \$50*
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Disposition

Disposition Date: 08/14/2008

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Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	cover letter & exhibit	Approved	Yes
Form	Equipment Breakdown Endorsement	Approved	Yes
Form	Equipment Breakdown Endorsement Schedule	Approved	Yes
Form	Earthquake – Volcanic Eruption Coverage Schedule	Approved	Yes
Form	Commercial Property Coverage Part Declarations	Approved	Yes
Form	Commercial Property Coverage Part Supplemental Schedule	Approved	Yes
Form	Commercial Property Coverage Part Supplemental Schedule - Blanket	Approved	Yes
Form	Commercial Lines Common Policy Declarations	Approved	Yes
Form	Policy Change Document	Approved	Yes
Form	Additional Insured Schedule	Approved	Yes
Form	Additional Interest Schedule	Approved	Yes
Form	Form Schedule	Approved	Yes
Form	Location Schedule	Approved	Yes
Form	Loss Payee Schedule	Approved	Yes
Form	Mortgagee Schedule	Approved	Yes
Form	Named Insured Schedule	Approved	Yes
Form	Policyholder Notice Schedule	Approved	Yes
Form	Declaration Page Extension	Approved	Yes
Form	Fees and Schedules	Approved	Yes
Form	Manuscript Endorsement	Approved	Yes
Form	Manuscript Endorsement	Approved	Yes
Form	Flood Coverage Schedule (Sub-limit)	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Equipment Breakdown Endorsement	CP-7136	11-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 10-03 edition Previous Filing #:		CP-7136 _Ed 11-06_ EB Cvge.pdf
Approved	Equipment Breakdown Endorsement Schedule	CP-7137	11-06	Declaration s/Schedule	Replaced Form #:0.00 10-03 edition Previous Filing #:		CP-7137 _Ed 11-06_ CP EB Sched.pdf
Approved	Earthquake – Volcanic Eruption Coverage Schedule	CP-7164	11-06	Declaration New s/Schedule		0.00	CP-7164 _Ed.pdf
Approved	Commercial Property Coverage Part Declarations	CP-7161	11-06	Declaration New s/Schedule		0.00	CP-7161 (Ed. 11-06) CP Cvge Part Dec - Fields.pdf
Approved	Commercial Property Coverage Part Supplemental Schedule	CP-7162	11-06	Declaration New s/Schedule		0.00	CP-7162 (Ed. 11-06) CP Cvge Part Supp Sched - Fields.pdf
Approved	Commercial Property Coverage Part Supplemental Schedule - Blanket	CP-7163	11-06	Declaration New s/Schedule		0.00	CP-7163 (Ed 11-06) CP Supp Sched Blanket.pdf
Approved	Commercial Lines Common Policy	GU-7000	03-08	Declaration New s/Schedule		0.00	GU-7000 _Ed 3-08_ Common

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Declarations						Policy
Approved	Policy Change Document	GU-7001	07-08	Endorsement/Amendment/Conditions	0.00	GU-7001 (Ed 11-06) Policy Change Doc.pdf
Approved	Additional Insured Schedule	GU-7002	11-06	Declaration News/Schedule	0.00	GU-7002 (Ed 11-06) Addl Insured Sched.pdf
Approved	Additional Interest Schedule	GU-7003	11-06	Declaration News/Schedule	0.00	GU-7003 (Ed 11-06) Addl Interest Sched.pdf
Approved	Form Schedule	GU-7004	11-06	Declaration News/Schedule	0.00	GU-7004 (Ed 11-06) Form Schedule.pdf
Approved	Location Schedule	GU-7005	11-06	Declaration News/Schedule	0.00	GU-7005 (Ed 11-06) Location Schedule.pdf
Approved	Loss Payee Schedule	GU-7006	11-06	Declaration News/Schedule	0.00	GU-7006 (Ed 11-06) Loss Payee Sched.pdf
Approved	Mortgagee Schedule	GU-7007	11-06	Declaration News/Schedule	0.00	GU-7007 (Ed 11-06) Mortgagee Sched.pdf
Approved	Named Insured Schedule	GU-7008	11-06	Declaration News/Schedule	0.00	GU-7008 (Ed 11-06) Nmd Insd Sched.pdf
Approved	Policyholder Notice Schedule	GU-7009	11-06	Declaration News/Schedule	0.00	GU-7009 (Ed 11-06)

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Approval	Description	Policy No	Effective Date	Document Type	Amount	Attachment
Approved	Declaration Page Extension	GU-7013	11-06	Endorsement/Amendment/Conditions	0.00	Policyholder Notice Schedule.pdf GU-7013 (Ed 11-06) Declarations Page Extension.pdf
Approved	Fees and Schedules	GU-7015	11-06	Declaration News/Schedule	0.00	GU-7015 (Ed 11-06) Fees And Surcharge Schedule.pdf
Approved	Manuscript Endorsement	MANU-1	07-04	Endorsement/Amendment/Conditions	0.00	MANU-1.pdf
Approved	Manuscript Endorsement	MANU-2	07-04	Endorsement/Amendment/Conditions	0.00	MANU-2.pdf
Approved	Flood Coverage Schedule (Sub-limit)	CP-7169	12-07	Declaration News/Schedule		CP-7169 _Ed. 9-08_ Flood Cvge Sched _Sub-Limit_.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EQUIPMENT BREAKDOWN COVERAGE

This endorsement modifies insurance provided under the following:

Building and Personal Property Coverage Form
Causes of Loss- Special Form
Causes of Loss- Broad Form
Causes of Loss- Basic Form

THE FOLLOWING IS ADDED AS AN ADDITIONAL COVERAGE TO THE CAUSES OF LOSS— BASIC FORM, BROAD FORM OR SPECIAL FORM.

A. ADDITIONAL COVERAGE - EQUIPMENT BREAKDOWN

1. We will pay for direct physical loss of or damage to Covered Property caused by or resulting from an "accident" at the premises described in the Declarations.
2. The following coverages also apply when there is direct physical loss of or damage to Covered Property caused by or resulting from an "accident" at the premises described in the Declarations. The limit indicated for each coverage is the most we will pay for loss arising from any "one accident" unless otherwise shown in the Equipment Breakdown Schedule of Coverages.

a. Expediting Expenses

With respect to your damaged Covered Property, we will pay reasonable extra costs to:

- (1) make temporary repairs; and
- (2) expedite permanent repairs or permanent replacement.

The most we will pay under this coverage is \$250,000 unless otherwise shown in the Equipment Breakdown Schedule of Coverages.

b. Hazardous Substances

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance". This includes the additional expenses to clean up or dispose of such property. Additional costs mean those beyond what would have been required had no "hazardous substance" been involved. This does not include contamination of "perishable stock" by refrigerant, including but not limited to ammonia.

The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if Business Income and Extra Expense is shown as covered in the Declarations, is \$250,000 unless otherwise shown in the Equipment Breakdown Schedule of Coverages.

c. Spoilage

We will pay for direct physical loss of or damage to "perishable stock" due to:

- (1) changes in temperature or humidity resulting from an "accident" at the premises described in the Declarations;
- (2) refrigerant contamination from the release of refrigerant, including but not limited to ammonia; or
- (3) changes in temperature or humidity resulting from an "accident" to equipment that is not at the premises described in the Declarations and that is owned by a utility, landlord or other supplier with which you have a contract to supply you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must be of the type described in the definition of "covered equipment" except that it is not Covered Property.

We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

If you are unable to replace the "perishable stock" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable stock" at the time of the "accident", less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.

The most we will pay for loss, damage or expense under this coverage is \$250,000 unless otherwise shown in the Equipment Breakdown Schedule of Coverages.

d. Data Restoration

We will pay for your reasonable and necessary cost to research, replace and restore lost "electronic data."

The most we will pay for loss or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if Business Income and Extra Expense is shown as covered in the Declarations, is \$250,000 unless otherwise shown in the Equipment Breakdown Schedule of Coverages.

e. CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances. This means the additional expense to do the least expensive of the following:

- (1) Repair the damaged property and replace any lost CFC refrigerant;
- (2) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- (3) Replace the system with one using a non-CFC refrigerant.

Additional costs mean those beyond what would have been required had no CFC refrigerant been involved.

f. Off Premises Utility Service Interruption

We extend coverage for Business Income and Extra Expense to apply to the actual loss of Business Income you sustain or necessary Extra Expense you incur as the result of an "accident" to equipment that is not at the premises described in the Declarations and that is owned by a utility, landlord or other supplier with whom you have a contract to supply you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must be of the type described in the definition of "covered equipment" except that it is not Covered Property.

Unless otherwise shown in the Equipment Breakdown Schedule of Coverages, Off Premises Utility Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the "accident."

The most we will pay for loss of Business income you sustain or necessary Extra Expense you incur is the limit shown in the Declarations for that coverage, except that if a limit is shown in the Equipment Breakdown Schedule of Coverages for Off Premises Utility Service Interruption, that limit will apply to Business Income and Extra Expense loss under this coverage.

g. Business Income and Extra Expense

Any insurance provided under this coverage part for Business Income or Extra Expense is extended to the coverage provided by this endorsement. The most we will pay for loss of Business Income you sustain or necessary Extra Expense you incur is the limit shown in the Declarations for that coverage, unless otherwise shown in the Equipment Breakdown Schedule of Coverages or elsewhere in this endorsement.

B. EXCLUSIONS

All exclusions in the Causes of Loss form apply except as modified below and to the extent that coverage is specifically provided by this Additional Coverage Equipment Breakdown.

1. The exclusions are modified as follows:

a. The following is added to Exclusion B.1.g.:

However, if electrical "covered equipment" requires drying out because of Water as described in **g.(1)** through **g.(4)** above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

b. If the Causes of Loss -- Basic Form or Causes of Loss -- Broad Form applies, the following is added to Exclusion B.2.:

Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. But if an "accident" results, we will pay for the resulting loss, damage or expense.

c. If the Causes of Loss -- Special Form applies, as respects this endorsement only, the last paragraph of Exclusion B.2.d. is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in an "accident," we will pay for the loss, damage or expense caused by that "accident."

2. We will not pay under this endorsement for loss, damage or expense caused by or resulting from:
- a. any defect, programming error, programming limitation, computer virus, malicious code, loss of "electronic data," loss of access, loss of use, loss of functionality or other condition within or involving "electronic data" of any kind unless caused by an "accident". But if an "accident" results, we will pay for the resulting loss, damage or expense; or
 - b. any of the following tests:
 - a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment.
3. We will also not pay under this endorsement for loss, damage or expense caused directly or indirectly by any of the following whether or not they result directly or indirectly from an "accident" or contribute concurrently or in any sequence to the loss, damage or expense:
- a. fire , including water or other means used to extinguish a fire; explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere; any other explosion (except as specifically provided in **E.1.c.** below); lightning; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; or elevator collision;
 - b. flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; mudslide or mudflow; or water that backs up or overflows from a sewer, drain or sump; except for the cost of drying out electrical equipment (as provided in **B.1.a.** above);
 - c. any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, tsunami or volcanic action; or water damage (except water damage resulting from an "accident").

In addition to the above, with respect to Spoilage and Off Premises Utility Service Interruption coverages, we will also not pay for an "accident" caused by or resulting from falling objects, weight of snow, ice or sleet; freezing or collapse.

However, we will pay for loss or damage caused by lightning, windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; or elevator collision which occurs away from the covered premises and:

- a. causes an electrical surge or other electrical disturbance; and
 - b. such surge or disturbance is transmitted through utility service transmission lines to the covered premises and results in an "accident" at the covered premises; and
 - c. the loss, damage or expense caused by such "accident" would not be covered by your policy absent the attachment of this endorsement.
4. With respect to Business Income, Extra Expense and Off Premises Utility Service Interruption coverages under this endorsement, we will also not pay for:
- a. loss caused by your failure to use due diligence and dispatch and all reasonable means to resume business; or
 - b. any increase in loss resulting from an agreement between you and your customer or supplier.

Except as modified by this endorsement, all other conditions, exclusions and limitations included within or applicable to the Business Income forms apply.

5. We will not pay under this endorsement for any loss or damage to animals.

THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM IS MODIFIED AS FOLLOWS:

C. DEDUCTIBLE

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is otherwise shown in the Equipment Breakdown Schedule of Coverages. If a separate Equipment Breakdown deductible is shown, the following applies.

Only as regards Equipment Breakdown Coverage, provision **D. DEDUCTIBLE** is deleted and replaced with the following:

1. Deductibles for Each Coverage

- a. Unless the Schedule indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one accident."
- b. We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
- c. If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident," only the highest deductible for each coverage will apply.

2. Direct and Indirect Coverages

- a. Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the Schedule.
- b. Unless more specifically indicated in the Schedule:
 - (1) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
 - (2) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

3. Application of Deductibles

- a. **Dollar Deductibles**
We will not pay for loss, damage or expense resulting from any "one accident" until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.
- b. **Time Deductible**
If a time deductible is shown in the Schedule, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident." If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.
- c. **Multiple of Average Daily Value (ADV)**
If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration".

The number indicated in the Schedule will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.
- d. **Percentage of Loss Deductibles**
If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

D. CONDITIONS

The following conditions are in addition to the Conditions in the Building and Personal Property Coverage Form and the Common Policy Conditions.

1. Suspension

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment." This can be done by mailing or delivering a written notice of suspension to:

- a. your last known address; or
- b. the address where the “covered equipment” is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that “covered equipment.” If we suspend your insurance, you will get a pro rata refund of premium for that “covered equipment” for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

2. Jurisdictional Inspections

If any property that is “covered equipment” under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

3. Environmental, Safety and Efficiency Improvements

If “covered equipment” requires replacement due to an “accident,” we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

4. Coinsurance

If a coinsurance percentage is shown in the Equipment Breakdown Schedule for specified coverages, the following condition applies:

We will not pay for the full amount of your loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, we will determine what percentage this calculated product is compared to the applicable limit and apply that percentage to the gross amount of loss. We will then subtract the applicable deductible. The resulting amount, or the applicable limit, is the most we will pay. We will not pay for the remainder of the loss. Coinsurance applies separately to each insured location

5. Non-Duplication of Coverage

If another endorsement is also attached to your policy which, to any extent, affords Coverage for loss or damage to Covered Property caused by or resulting from an “accident,” the Coverage afforded by such other endorsement for such loss or damage is replaced by the Coverage afforded by this endorsement to the extent that Coverage for such loss or damage is also afforded by this endorsement and subject to all of the terms of this endorsement.

- 6. The most we will pay for loss, damage or expense under this endorsement arising from any “one accident” is the applicable Limit of Insurance in the Declarations unless otherwise shown in the Equipment Breakdown Schedule of Coverages or elsewhere in this endorsement.

Coverage provided under this endorsement does not provide an additional amount of insurance.

E. DEFINITIONS

The following definitions are added and apply to all sections of this endorsement:

- 1. “Accident” means a fortuitous event that causes direct physical damage to “covered equipment” as follows:
 - a. mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - c. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - e. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
- 2. “Boilers and vessels” means:
 - a. Any boiler, including attached steam, condensate and feedwater piping; and

- b. Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this endorsement, but may appear in the Equipment Breakdown Schedule of Coverages.

3. "Covered equipment"

- a. "Covered equipment" means, unless otherwise specified in the Equipment Breakdown Schedule of Coverages, Covered Property:

(1) that generates, transmits or utilizes energy, including, but not limited to, electronic communications and data processing equipment and "production machinery"; or

(2) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

- b. None of the following is "covered equipment":

(1) structure, foundation, cabinet, compartment or air supported structure or building;

(2) insulating or refractory material;

(3) sewer piping, buried vessels or piping, or piping forming a part of a sprinkler system;

(4) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;

(5) "vehicle" or any equipment mounted on a "vehicle";

(6) satellite, spacecraft or any equipment mounted on a satellite or spacecraft;

(7) dragline, excavation or construction equipment; or

(8) equipment manufactured by you for sale.

- 4. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) , on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- 5. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
- 6. "One accident" means all "accidents" that are the result of the same event. If an initial "accident" causes other "accidents," all will be considered "one accident."
- 7. "Perishable stock" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
- 8. "Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. However, "production machinery" does not mean any fired or unfired pressure vessel other than a cylinder containing a movable plunger or piston.
- 9. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."

**COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN SCHEDULE of COVERAGES**

Equipment Breakdown is subject to the Limits of Insurance shown in the Declarations except as specifically shown below or elsewhere in the Equipment Breakdown Coverage Endorsement.

These coverages apply to the premises described in the Declarations, unless otherwise specified.

Coverages	Limits
Equipment Breakdown Limit	\$
Business Income/ Extra Expense(BI/EE):	
Business Income	\$
Extra Expense	\$
Off Premises Utility Service Interruption	\$
Direct Damage:	
Expediting Expenses	\$
Hazardous Substances (includes BI/EE)	\$
Spoilage	\$
Data Restoration (includes BI/EE)	\$
Deductibles	
Combined, All Coverages	\$
Direct Coverages	\$
Indirect Coverages	\$
	<i>or</i> _____ <i>hrs.</i>
	<i>or</i> _____ <i>times ADV</i>
Spoilage	\$
	<i>or</i> _____ <i>% of loss, \$</i> _____ <i>minimum</i>
Other Conditions	

POLICY NUMBER:

COMMERCIAL PROPERTY
CP-7164 (Ed. 11-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARTHQUAKE – VOLCANIC ERUPTION COVERAGE SCHEDULE

This endorsement provides supplementary information to be used with the following:

EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT (SUB-LIMIT FORM)

Description of Premises or Location(s) _____

"Including Masonry Veneer" Option Yes No

Property Damage Deductible _____ %

Earthquake – Sprinkler Leakage Only

Earthquake – Volcanic Eruption Limit(s) of Insurance The Limit(s) of Insurance shown in Section **A** and/or **B** of this Schedule is an annual aggregate limit(s). Refer to the Limit Of Insurance Provisions in the Earthquake And Volcanic Eruption Endorsement (Sub-Limit Form) for an explanation.

A. Blanket Limit \$ _____

(The Blanket Limit applies to all Premises and Locations listed on this page of the Schedule. If a separate Blanket Limit(s) applies at other Premises or Locations, then a separate page(s) of this Schedule will be used to enter the Blanket Limit(s) for such Premises or Locations.)

Check applicable Covered Property/Coverage(s) for Blanket Limit:

- Bldg. BI (CP 00 32)
- BPP EE (CP 00 50)
- BI (CP 00 30) Other _____

The Blanket Limit does not apply separately to the Premises, Locations, Covered Property or Coverages listed. The Blanket Limit is the most we will pay for all loss or damage to the indicated Covered Property/Coverages at the Premises and Locations listed, subject to all other applicable provisions of the Limit of Insurance section in the Earthquake And Volcanic Eruption Endorsement (Sub-Limit Form).

B. Separate Limits (If a separate Limit of Insurance is entered in this section of the Schedule, **B.**, for a particular Covered Property/Coverage, that Covered Property/Coverage should NOT be included under a Blanket Limit.)

Premises	_____	Premises	_____	Premises	_____
Bldg.	\$ _____	Bldg.	\$ _____	Bldg.	\$ _____
BPP	\$ _____	BPP	\$ _____	BPP	\$ _____
BI (CP 00 30)	\$ _____	BI (CP 00 30)	\$ _____	BI (CP 00 30)	\$ _____
BI (CP 00 32)	\$ _____	BI (CP 00 32)	\$ _____	BI (CP 00 32)	\$ _____
EE (CP 00 50)	\$ _____	EE (CP 00 50)	\$ _____	EE (CP 00 50)	\$ _____
Other	\$ _____	Other	\$ _____	Other	\$ _____

Premises	_____	Premises	_____	Premises	_____
Bldg.	\$ _____	Bldg.	\$ _____	Bldg.	\$ _____
BPP	\$ _____	BPP	\$ _____	BPP	\$ _____
BI (CP 00 30)	\$ _____	BI (CP 00 30)	\$ _____	BI (CP 00 30)	\$ _____
BI (CP 00 32)	\$ _____	BI (CP 00 32)	\$ _____	BI (CP 00 32)	\$ _____
EE (CP 00 50)	\$ _____	EE (CP 00 50)	\$ _____	EE (CP 00 50)	\$ _____
Other	\$ _____	Other	\$ _____	Other	\$ _____

Premises	_____	Premises	_____	Premises	_____
Bldg.	\$ _____	Bldg.	\$ _____	Bldg.	\$ _____
BPP	\$ _____	BPP	\$ _____	BPP	\$ _____
BI (CP 00 30)	\$ _____	BI (CP 00 30)	\$ _____	BI (CP 00 30)	\$ _____
BI (CP 00 32)	\$ _____	BI (CP 00 32)	\$ _____	BI (CP 00 32)	\$ _____
EE (CP 00 50)	\$ _____	EE (CP 00 50)	\$ _____	EE (CP 00 50)	\$ _____
Other	\$ _____	Other	\$ _____	Other	\$ _____

Increased Annual Aggregate Limit Option: **Yes** **No**

Bldg. = Building; BPP = Business Personal Property; BI = Business Income Coverage Form; EE = Extra Expense Coverage Form

COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

Policy Number:
Named Insured:

Policy Period: From To

See Supplemental Schedule

Agent #

BUSINESS DESCRIPTION:

DESCRIPTION OF PREMISES:

Prem. Bldg
No. No. Location, Fire Protection/Construction and Occupancy

SEE SCHEDULE CP-7162

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form (1)	Coinsurance(2)	Deductible
-----------	-----------	----------	--------------------	-------------------------	----------------	------------

SEE SCHEDULE CP-7162

OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount	Agreed Value Expiration Date	Replacement Cost Incl. Stock	Inflation Guard
-----------	-----------	----------	---------------------	------------------------------	------------------------------	-----------------

SEE SCHEDULE CP-7162

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity (Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)
-----------	-----------	-------------------	---------------------	---------------------------------------	-----------------------------	-------------------------------------

SEE SCHEDULE CP-7162

DEDUCTIBLE:

SEE SCHEDULE CP-7162

MORTGAGE HOLDERS:

SEE SCHEDULE GU-7007 IF APPLICABLE

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

SEE SCHEDULES GU-7004 and GU-7009

TOTAL PREMIUM FOR THIS COVERAGE PART \$

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number:
Named Insured:

Policy Period: From

To
Agent #

DESCRIPTION OF PREMISES:

Prem. No.	Bldg. No.	Location, Fire Protection/Construction and Occupancy
-----------	-----------	--

COVERAGES PROVIDED: Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form (1)	Coinsurance(2)	Deductible
-----------	-----------	----------	--------------------	-------------------------	----------------	------------

OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount	Agreed Value Expiration Date	Replacement Cost Incl. Stock	Inflation Guard
-----------	-----------	----------	---------------------	------------------------------	------------------------------	-----------------

OPTIONAL COVERAGES: APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity (Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)
-----------	-----------	-------------------	---------------------	---------------------------------------	-----------------------------	-------------------------------------

Deductible Exceptions:

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE (BLANKET)

Policy Number:
Named Insured:

Policy Period: From

To
Agent #

COMMERCIAL PROPERTY COVERAGE PART – BLANKET STATEMENT OF VALUES

Blanket No.	Blanket Description	Limit of Insurance	Co-Insurance
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COMMERCIAL LINES COMMON POLICY DECLARATIONS

Policy Number:

Named Insured and Mailing Address:

Agent:

Agency Code:
Phone Number:

Policy Period: From: To: at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Form of Business:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Table with 2 columns: Coverage Part, PREMIUM. Rows include Commercial Property Coverage Part, Commercial General Liability Coverage Part, Crime and Fidelity Policy Coverage Part, Commercial Inland Marine Coverage Part, Commercial Auto Coverage Part, Commercial Liability Umbrella Policy, Sub-Total, Fees and Surcharge - See Schedule GU-7015 (If Applicable), and Total.

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY: SEE SCHEDULES GU-7004 and GU-7009

POLICY CHANGE DOCUMENT

POLICY NO.:

NAMED INSURED

MAILING ADDRESS

POLICY PERIOD: FROM _____ TO _____ at
12:01 A.M. Standard Time at your mailing address shown above.

CHANGE EFFECTIVE _____ CHANGE # _____

DESCRIPTION

Original Premium \$ _____ New Premium \$ _____ Total Add'l/Return Premium \$ _____

COUNTERSIGNED _____ BY _____
(Date) (Authorized Representative)

ADDITIONAL INSURED SCHEDULE

POLICY NUMBER:

AGENT # :

ADDITIONAL INTEREST SCHEDULE

POLICY NUMBER:

AGENT # :

Company name goes here

FORM SCHEDULE

Policy Number:

Policy Period: From:

To:

Form	Edition	Description
------	---------	-------------

LOCATION SCHEDULE

POLICY NUMBER:

AGENT #:

Premis.	Bldg.	
No.	No.	Address

Company name goes here

LINE OF BUSINESS

LOSS PAYEE SCHEDULE

POLICY NUMBER:

AGENT #:

Company name goes here

LINE OF BUSINESS

MORTGAGEE SCHEDULE

POLICY NUMBER:

AGENT #:

Company name goes here

LINE OF BUSINESS

NAMED INSURED SCHEDULE

POLICY NUMBER:

AGENT # :

Company name goes here

DECLARATIONS PAGE EXTENSION

IMPORTANT INFORMATION

Policy Number:

Policy Period: From:

To:

Company Name goes here

FEES AND SURCHARGE SCHEDULE

Policy Number:

Policy Period: From:

To:

Policy Number:

Policy Period: From: To:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

All other terms and conditions of this Policy remain unchanged.

Policy Number:

Policy Period: From: To:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

All other terms and conditions of this Policy remain unchanged.

FLOOD COVERAGE SCHEDULE (SUB-LIMIT)

This endorsement provides supplementary information to be used with the following:
FLOOD COVERAGE ENDORSEMENT

A. Inception Date Of Flood Coverage Endorsement _____

Note: There is no coverage for a Flood that begins before or within 72 hours after this date. Refer to Section **D.5.a.** of the Endorsement for additional information.

Description of Location(s) / Address _____

Description Of Personal Property In The Open, If Covered For Flood _____

Flood Deductible _____

B. Options

1. *No-Coinsurance Option: applicable

*Note: always applicable to sublimited locations

No-Coinsurance Option : applicable to the following non-sublimited locations:

Refer to Section **F.1.** of the Endorsement for additional information.

2. **Catastrophe Limit:**

The most we will pay for total of losses arising out of one or more coverage in any one occurrence is:

\$ _____

Other Flood Insurance, If Any (identify insurer and policy number):

Primary (NFIP) _____

Other _____

Underlying Insurance Waiver Note: applicable

Refer to Section **I.1.** of the Endorsement for an explanation.

Flood Limit of Insurance – Single Occurrence per Location:

Enter the Limit(s) and select applicable coverages at each location below. If Covered Property/Coverage(s) section is blank, applicable Limit of Insurance will apply to Building Coverage only.

Refer to the Limit of Insurance provisions in the Endorsement for an explanation.

Location Number _____
Limit of Insurance _____ Annual Aggregate* _____

Check applicable Covered Property/Coverage(s) for:

- | | | | |
|----------------------------|--------------------------|---------------------------|--------------------------|
| Building | <input type="checkbox"/> | Business Income (CP 0032) | <input type="checkbox"/> |
| Business Personal Property | <input type="checkbox"/> | Extra Expense (CP 0050) | <input type="checkbox"/> |
| Business Income (CP 0030) | <input type="checkbox"/> | | |
- Other: _____
-

*Note: Refer to the Limit of Insurance provisions in the Endorsement for an explanation.

Location Number _____
Limit of Insurance _____ Annual Aggregate* _____

Check applicable Covered Property/Coverage(s) for:

- | | | | |
|----------------------------|--------------------------|---------------------------|--------------------------|
| Building | <input type="checkbox"/> | Business Income (CP 0032) | <input type="checkbox"/> |
| Business Personal Property | <input type="checkbox"/> | Extra Expense (CP 0050) | <input type="checkbox"/> |
| Business Income (CP 0030) | <input type="checkbox"/> | | |
- Other: _____
-

*Note: Refer to the Limit of Insurance provisions in the Endorsement for an explanation.

Location Number _____
Limit of Insurance _____ Annual Aggregate* _____

Check applicable Covered Property/Coverage(s) for:

- | | | | |
|----------------------------|--------------------------|---------------------------|--------------------------|
| Building | <input type="checkbox"/> | Business Income (CP 0032) | <input type="checkbox"/> |
| Business Personal Property | <input type="checkbox"/> | Extra Expense (CP 0050) | <input type="checkbox"/> |
| Business Income (CP 0030) | <input type="checkbox"/> | | |
- Other: _____
-

*Note: Refer to the Limit of Insurance provisions in the Endorsement for an explanation.

SERFF Tracking Number: *HRLV-125761705* *State:* *Arkansas*
Filing Company: *Harleysville Mutual Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CPSV12172007-2*
TOI: *01.0 Property* *Sub-TOI:* *01.0001 Commercial Property (Fire and Allied Lines)*

Product Name: *CP*
Project Name/Number: *CP Product Standardization - revised/*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HRLV-125761705 State: Arkansas
Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CPSV12172007-2
TOI: 01.0 Property Sub-TOI: 01.0001 Commercial Property (Fire and Allied Lines)
Product Name: CP
Project Name/Number: CP Product Standardization - revised/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 08/14/2008

Comments:
Attachment:
NAIC 2007.pdf

Satisfied -Name: cover letter & exhibit **Review Status:** Approved 08/14/2008

Comments:
Attachments:
CP revised filing - form.pdf
FORMS LISTING.pdf

Property & Casualty Transmittal Document

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

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Harleysville Mutual Insurance Company	PA	14168	23-0902325	

5. Company Tracking Number	125761705
-----------------------------------	-----------

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Carol Zwoyer 355 Maple Avenue Harleysville, PA 19438	Senior State Filing Analyst	800-523-6344 ext. 5735	215-256-5678	czwoyer@harleysvillegroup.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Carol Zwoyer

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

9. Type of Insurance (TOI)	Property
10. Sub-Type of Insurance (Sub-TOI)	Commercial Property
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 01-15-09 Renewal: 06-02-2009

HARLEYSVILLE MUTUAL INSURANCE COMPANY

355 Maple Avenue
Harleysville PA 19438-2297
www.harleysvillegroup.com

August 5, 2008

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

NAIC #14168

COMMERCIAL PROPERTY

Form Filing

ISO Reference Filing Number: CF-2006-OVBEP

Company File Number: 125761705

Dear Honorable Bowman:

With this filing it is our intent to submit for your review and approval the following revisions applicable to our Commercial Property program:

- Introduction, revision and withdrawal of non-standard endorsements (please see Exhibit A for a complete listing.)
- Adoption of previously deferred ISO revision CF-2006-OVBEP

Rule of Application: Applicable to all new business policies effective on or after January 15, 2009 and renewals effective on or after June 2, 2009.

Your favorable consideration will be appreciated.

Very truly yours,



Carol Zwoyer, AAM, AIT
Senior State Filing Analyst
czwoyer@harleysvillegroup.com

**EXHIBIT A
FORMS LISTING**

New Forms

<u>Number</u>	<u>Edition</u>	<u>Title</u>
CP-7161	11-06	Commercial Property Coverage Part Declarations
CP-7162	11-06	Commercial Property Coverage Part Supplemental Schedule
CP-7163	11-06	Commercial Property Coverage Part Supplemental Schedule - Blanket
CP-7164	11-06	Earthquake – Volcanic Eruption Coverage Schedule
CP-7169	12-07	Flood Coverage Schedule (Sublimit)
GU-7000	03-08	Commercial Lines Common Policy Declarations
GU-7001	07-08	Policy Change Document
GU-7002	11-06	Additional Insured Schedule
GU-7003	11-06	Additional Interest Schedule
GU-7004	11-06	Form Schedule
GU-7005	11-06	Location Schedule
GU-7006	11-06	Loss Payee Schedule
GU-7007	11-06	Mortgagee Schedule
GU-7008	11-06	Named Insured Schedule
GU-7009	11-06	Policyholder Notice Schedule
GU-7013	11-06	Declaration Page Extension
GU-7015	11-06	Fees and Schedules
MANU-1	07-04	Manuscript Endorsement
MANU-2	07-04	Manuscript Endorsement

Revised Forms

<u>Number</u>	<u>New Ed.</u>	<u>Old Ed.</u>	<u>Title</u>
CP-7136	11-06	10-03	Equipment Breakdown Endorsement
CP-7137	11-06	10-03	Equipment Breakdown Endorsement Schedule

Withdrawn Forms

CP-7000	08-87	Commercial Property coverage Part Declarations
CP-7002	09-89	Commercial Property Coverage Part Supplemental Declaration
CP-7100	08-87	Disappearing Deductible Clause
GU-1002	04-95	General Endorsement (replaced by Manu-1 or Manu-2)
GU-1032	01-85	Special Named Insured Endorsement (replaced by GU-7008)
IL-7123	04-98	Exclusion of Certain Computer Related Losses Endorsement
PD-0113	06-85	Commercial Lines Declaration Form (replaced by GU-7000 & CP-7161)
PD-0205	10-94	Commercial Policy Common Declaration (replaced by GU-7000 & CP-7161)