

SERFF Tracking Number: CHUB-125817889 State: Arkansas
First Filing Company: Federal Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 08-CMQ-13-F
TOI: 05.1 Commercial Multi-Peril - Non-Liability Sub-TOI: 05.1003 Commercial Package
Portion Only
Product Name: CUSTOMARQ
Project Name/Number: Green Upgrade Endorsement Filing/WR 20752

Filing at a Glance

Companies: Federal Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, Vigilant Insurance Company

Product Name: CUSTOMARQ SERFF Tr Num: CHUB-125817889 State: Arkansas
TOI: 05.1 Commercial Multi-Peril - Non-Liability SERFF Status: Closed State Tr Num: EFT \$50
Portion Only
Sub-TOI: 05.1003 Commercial Package Co Tr Num: 08-CMQ-13-F State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins
Author: Karen Pender Disposition Date: 09/19/2008
Date Submitted: 09/18/2008 Disposition Status: Approved
Effective Date Requested (New): 03/01/2009 Effective Date (New): 03/01/2009
Effective Date Requested (Renewal): 03/01/2009 Effective Date (Renewal): 03/01/2009

State Filing Description:

General Information

Project Name: Green Upgrade Endorsement Filing Status of Filing in Domicile: Pending
Project Number: WR 20752 Domicile Status Comments:
Reference Organization: N/A Reference Number: N/A
Reference Title: N/A Advisory Org. Circular: N/A
Filing Status Changed: 09/19/2008
State Status Changed: 09/18/2008 Deemer Date:
Corresponding Filing Tracking Number: 08-CMQ-15-RR

Filing Description:

Enclosed for filing are new optional endorsements for use with our filed and approved Customarq Program. These endorsements address the emerging issue of Green (environmentally friendly) property exposures by providing a new Premises Coverage. In order to assist you in your review, we have enclosed an Explanatory Memorandum

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(depending on the type of loss) and do not lend themselves to such a description. In those cases, we have simply described the change. We refer you to the applicable language of the provision in question for additional information.

Your approval would be appreciated effective March 1, 2009. However, it is possible that internal considerations may force us to delay the implementation of this filing. If this becomes necessary, we will provide you with the proper documentation to amend the effective date.

Company and Contact

Filing Contact Information

Jane Gutman, Unit Manager jgutman@chubb.com
 202 Hall's Mill Road (908) 572-4422 [Phone]
 Whitehouse Station, NJ 08889-1650 (908) 572-4820[FAX]

Filing Company Information

Federal Insurance Company	CoCode: 20281	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4422 ext. [Phone]	FEIN Number: 13-1963496	

Great Northern Insurance Company	CoCode: 20303	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4422 ext. [Phone]	FEIN Number: 41-0729473	

Pacific Indemnity Company	CoCode: 20346	State of Domicile: Wisconsin
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4422 ext. [Phone]	FEIN Number: 95-1078160	

Vigilant Insurance Company	CoCode: 20397	State of Domicile: New York
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202 Hall's Mill Road Group Code: 38 Company Type:
P.O. Box 1650
Whitehouse Station, NJ 08889-1650 Group Name:
(908) 572-4422 ext. [Phone] FEIN Number: 13-1963495
State ID Number:

SERFF Tracking Number: CHUB-125817889 State: Arkansas
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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Federal Insurance Company	\$50.00	09/18/2008	22576787
Great Northern Insurance Company	\$0.00	09/18/2008	
Pacific Indemnity Company	\$0.00	09/18/2008	
Vigilant Insurance Company	\$0.00	09/18/2008	

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Portion Only
Product Name: CUSTOMARQ
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/19/2008	09/19/2008

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Disposition

Disposition Date: 09/19/2008
Effective Date (New): 03/01/2009
Effective Date (Renewal): 03/01/2009
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Countrywide Forms Explanatory Memorandum	Approved	Yes
Form	Green Standards Upgrade - Premises Coverage	Approved	Yes
Form	Green Standards Upgrade - Premises Coverage	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Green Standards Upgrade - Premises Coverage	80-02-5249	(Ed. 9-08)	Endorsement/Amendment/Conditions	New	0.00	Form 80-02-5249 (Ed. 9-08).pdf
Approved	Green Standards Upgrade - Premises Coverage	17-02-7509	(Ed. 9-08)	Endorsement/Amendment/Conditions	New	0.00	Form 17-02-7509 (Ed. 9-08).pdf

Property Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

SCHEDULE

Policy language follows

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Property Insurance

Endorsement

Effective Date

Policy Number

Under Premises Coverages, and only with respect to the applicable premises shown in the Schedule above, the following is added:

Premises Coverages

Upgrade To Green Standards

We will pay the increased cost you incur to repair or replace lost or damaged **building** to the same general size at the same site or lost or damaged **personal property** for the same general use, to the minimum requirements of applicable **green standards**, including necessary and incurred costs to:

- hire professionals accredited pursuant to applicable **green standards** to participate in the repair or replacement of the **building** or **personal property** (professional fees);
- register or certify the repaired or replaced **building** or **personal property** pursuant to applicable **green standards** (registration fees);
- dispose of debris, certified pursuant to applicable **green standards**, at recycling facilities, if such debris can be recycled (recycling costs); and
- ventilate the repaired or replaced **building** or **personal property** in a manner consistent with applicable **green standards** (ventilation costs).

This Premises Coverage does not include any increase in costs, loss or damage:

- to clean up or remove **pollutants** from land, water or air either inside or outside of a **building**;
- to clean up, remove, restore or replace covered property because of the presence of **fungus** either inside or outside of a **building**;
- to clean up, remove, restore or replace polluted land, water or air either inside or outside of a **building**; or
- attributable to any **green standards** that were in effect, but you did not comply with, before the loss.

This Upgrade To Green Standards Premises Coverage does not apply to:

- loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination;
- the Fungus Clean-up Or Removal Premises Coverage or Pollutant Clean-up Or Removal Additional Coverage; or
- **stock**.

The most we will pay in any **occurrence** under this Premises Coverage is the lesser of the applicable:

- **increased cost percentage** of the covered direct physical loss or damage to **building** or **personal property**; or
- Limit Of Insurance for Upgrade To Green Standards – Property Damage shown in the Schedule above.

Premises Coverages

Upgrade To Green Standards (continued)

If a separate Limit Of Insurance for Professional Fees, Registration Fees, Recycling Costs or Ventilation Costs is shown in the Schedule above, that Limit Of Insurance is the most we will pay for such fees or costs and is part of and will reduce the applicable Limit Of Insurance for Upgrade To Green Standards.

If Business Income With Extra Expense, Business Income With Extra Expense And Research And Development Income, Rental Income, Business Income Without Extra Expense or Extra Expense is shown above, the following is added under Limits Of Insurance only with respect to the applicable premises shown in the Schedule above:

Limits Of Insurance

Upgrade To Green Standards

Subject to the applicable Limit Of Insurance for Business Income, Rental Income or Extra Expense shown in the Declarations, the most we will pay in any **occurrence** for **business income** or **rental income** loss and **extra expense**, if such coverage is provided, attributable to any increase in the **period of restoration** for time required to repair or replace **property** to meet the minimum requirements of **green standards**, is the applicable Limit Of Insurance for Upgrade To Green Standards – Business Income, Rental Income Or Extra Expense shown in the Schedule above.

Any payment we make for **business income** or **rental income** loss and **extra expense**, if such coverage is provided, attributable to any increase in the **period of restoration** for time required to repair or replace **property** to meet the minimum requirements of **green standards**, will reduce the applicable Limit Of Insurance for Business Income, Rental Income or Extra Expense shown in the Declarations.

If the applicable Limit Of Insurance for Business Income, Rental Income or Extra Expense is less than or has been reduced to an amount that is less than the applicable Limit Of Insurance for Upgrade To Green Standards – Business Income, Rental Income Or Extra Expense, then the remaining applicable Limit Of Insurance for Business Income, Rental Income or Extra Expense is the most that will be available for any other payment.

If Business Income With Extra Expense, Business Income With Extra Expense And Research And Development Income, Rental Income, Business Income Without Extra Expense or Extra Expense is shown above, the following is added under Loss Payment Limitations:

Loss Payment Limitations

Green Standards

We will not pay for any increase in loss attributable to any increase in the **period of restoration** for time required to repair or replace **property**:

- at **dependent business premises**;
- **in transit**;
- at an exhibition, fair or trade show;
- while being shipped by air;
- at any other premises not shown in the Declarations and not shown in the Schedule above, to meet the minimum requirements of **green standards**.

Property Insurance

Endorsement

Effective Date

Policy Number

Under Definitions and only with respect to the premises shown in the Schedule above, the following are added:

Definitions

Green Standards

Green standards means:

- the LEED[®] Green Building Rating System[™] of the United States Green Building Council;
- requirements of the Green Globes Assessment And Rating System of the Green Building Initiative;
- Energy Star[®] qualified requirements; or
- other generally accepted site development, water savings, energy efficiency, materials selection and other environmental quality standards for the design and construction of **building or personal property**.

Increased Cost Percentage

Increased cost percentage means the applicable Upgrade To Green Standards Increased Cost Percentage – Property Damage shown in the Schedule above.

Under Definitions, and only with respect to the premises shown in the Schedule above, **period of restoration** is deleted and replaced with the following:

Definitions

Period of Restoration

Period of restoration means the period of time that, for **business income**, begins:

- A. immediately after the time of direct physical loss or damage by a **covered peril to property**;
or
- B. on the date **operations** would have begun if the direct physical loss or damage had not occurred, when loss or damage to any of the following delays the start of **operations**:
 1. new buildings whether complete or under construction;
 2. alterations or additions to existing buildings; or
 3. personal property consisting of materials, machinery, equipment, supplies and temporary structures used in the construction of, or for making additions to, alterations or repairs to the structure.

Period of restoration means the period of time that, for **extra expense**, begins immediately after the time of direct physical loss or damage by a **covered peril to property**.

Definitions

Period of Restoration (continued)

Period of restoration will continue until your **operations** are restored, with reasonable speed, to the level which would generate the **business income** amount that would have existed if no direct physical loss or damage occurred, including the time required to:

- A. repair or replace the **property**;
- B. repair or replace the **property** to comply with the minimum standards of any enforceable ordinance or law that:
 1. regulates the repair or replacement of any **property**;
 2. requires the tearing down of parts of any **property** not damaged by a **covered peril**; and
 3. is in force prior to the date of the direct physical loss or damage; or
- C. repair or replace the **building** or **personal property** to meet the requirements of **green standards**,

not to exceed the applicable number of days shown as Extended Period in the Declarations, beginning on the date that:

- for manufacturing risks, the lost or damaged **property** is actually repaired or replaced and production capability is restored to the level that existed prior to the date the direct physical loss or damage occurred; or
- for all other risks, the lost or damaged **property** is actually repaired or replaced and your **operations** are restored.

The expiration date of this policy will not cut short the **period of restoration**.

If loss or damage occurs at a:

- **dependent business premises**; or
- utility,

for the purpose of determining **period of restoration** following such loss or damage, **property** includes:

- **personal property of a utility**; or
- **personal property of a dependent business premises**.

In determining the **business income** amount that would have existed if no direct physical loss or damage occurred, we will reduce such amount to the extent necessary to reflect unfavorable economic conditions attributable to the impact the **covered peril** had in the geographic area where the lost or damage **property** is located.

Period of restoration does not include any increased period required to comply with any ordinance or law:

- you were required to comply with before the direct physical loss or damage;
- involving any **property** outside the legal boundary of the premises shown in the Declarations;
- that regulates the repair or replacement of any **property** that was lost or damaged by an excluded peril. If direct physical loss or damage is caused by or results from both a **covered peril** and an excluded peril, the **period of restoration** only includes the length of time required to repair or replace the **property** lost or damaged by a **covered peril**; or

Property Insurance

Endorsement

Effective Date

Policy Number

Definitions

Period of Restoration
(continued)

- that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **fungus** or **pollutants**, except as provided under the Fungus Clean-up Or Removal Premises Coverage or the Pollutant Clean-up Or Removal Additional Coverage.

All other terms and conditions remain unchanged.

Authorized Representative

Property Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

SCHEDULE

Policy language follows

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Property Insurance

Endorsement

Effective Date

Policy Number

Under Premises Coverages, and only with respect to the applicable premises shown in the Schedule above, the following is added:

Premises Coverages

Upgrade To Green Standards

We will pay the increased cost you incur to repair or replace lost or damaged **building** to the same general size at the same site or lost or damaged **personal property** for the same general use, to the minimum requirements of applicable **green standards**, including necessary and incurred costs to:

- hire professionals accredited pursuant to applicable **green standards** to participate in the repair or replacement of the **building** or **personal property** (professional fees);
- register or certify the repaired or replaced **building** or **personal property** pursuant to applicable **green standards** (registration fees);
- dispose of debris, certified pursuant to applicable **green standards**, at recycling facilities, if such debris can be recycled (recycling costs); and
- ventilate the repaired or replaced **building** or **personal property** in a manner consistent with applicable **green standards** (ventilation costs).

This Premises Coverage does not include any increase in costs, loss or damage:

- to clean up or remove **pollutants** from land, water or air either inside or outside of a **building**;
- to clean up, remove, restore or replace covered property because of the presence of **fungus** either inside or outside of a **building**;
- to clean up, remove, restore or replace polluted land, water or air either inside or outside of a **building**; or
- attributable to any **green standards** that were in effect, but you did not comply with, before the loss.

This Upgrade To Green Standards Premises Coverage does not apply to:

- loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination; or
- the Fungus Clean-up Or Removal Premises Coverage or Pollutant Clean-up Or Removal Additional Coverage.

The most we will pay in any **occurrence** under this Premises Coverage is the lesser of the applicable:

- **increased cost percentage** of the covered direct physical loss or damage to **building** or **personal property**; or
- Limit Of Insurance for Upgrade To Green Standards – Property Damage shown in the Schedule above.

Premises Coverages

Upgrade To Green Standards (continued)

If a separate Limit Of Insurance for Professional Fees, Registration Fees, Recycling Costs or Ventilation Costs is shown in the Schedule above, that Limit Of Insurance is the most we will pay for such fees or costs and is part of and will reduce the applicable Limit Of Insurance for Upgrade To Green Standards.

If Business Income With Extra Expense, Rental Income, Business Income Without Extra Expense or Extra Expense is shown above, the following is added under Limits Of Insurance only with respect to the applicable premises shown in the Schedule above:

Limits Of Insurance

Upgrade To Green Standards

Subject to the applicable Limit Of Insurance for Business Income, Rental Income or Extra Expense shown in the Declarations, the most we will pay in any **occurrence** for **business income** or **rental income** loss and **extra expense**, if such coverage is provided, attributable to any increase in the **period of restoration** for time required to repair or replace **property** to meet the minimum requirements of **green standards**, is the applicable Limit Of Insurance for Upgrade To Green Standards – Business Income, Rental Income or Extra Expense shown in the Schedule above.

Any payment we make for **business income** or **rental income** loss and **extra expense**, if such coverage is provided, attributable to any increase in the **period of restoration** for time required to repair or replace **property** to meet the minimum requirements of **green standards**, will reduce the applicable Limit Of Insurance for Business Income, Rental Income or Extra Expense shown in the Declarations.

If the applicable Limit Of Insurance for Business Income, Rental Income or Extra Expense is less than or has been reduced to an amount that is less than the applicable Limit Of Insurance for Upgrade To Green Standards – Business Income, Rental Income Or Extra Expense, then the remaining applicable Limit Of Insurance for Business Income, Rental Income or Extra Expense is the most that will be available for any other payment.

If Business Income With Extra Expense, Rental Income, Business Income Without Extra Expense or Extra Expense is shown above, the following is added under Loss Payment Limitations:

Loss Payment Limitations

Green Standards

We will not pay for any increase in loss attributable to any increase in the **period of restoration** for time required to repair or replace **property**:

- at **dependent business premises**;
- **in transit**;
- at an exhibition, fair or trade show;
- while being shipped by air;
- at any other premises not shown in the Declarations and not shown in the Schedule above, to meet the minimum requirements of **green standards**.

Property Insurance

Endorsement

Effective Date

Policy Number

Under Definitions and only with respect to the premises shown in the Schedule above, the following are added:

Definitions

Green Standards

Green standards means:

- the LEED^R Green Building Rating SystemTM of the United States Green Building Council;
- requirements of the Green Globes Assessment And Rating System of the Green Building Initiative;
- Energy Star^R qualified requirements; or
- other generally accepted site development, water savings, energy efficiency, materials selection and other environmental quality standards for the design and construction of **building or personal property**.

Increased Cost Percentage

Increased cost percentage means the applicable Upgrade To Green Standards Increased Cost Percentage – Property Damage shown in the Schedule above.

Under Definitions, and only with respect to the premises shown in the Schedule above, **period of restoration** is deleted and replaced with the following:

Definitions

Period of Restoration

Period of restoration means the period of time that, for **business income**, begins:

- A. immediately after the time of direct physical loss or damage by a **covered peril to property**;
or
- B. on the date **operations** would have begun if the direct physical loss or damage had not occurred, when loss or damage to any of the following delays the start of **operations**:
 1. new **buildings** whether complete or under construction;
 2. alterations or additions to existing **buildings**; or
 3. **personal property** consisting of materials, machinery, equipment, supplies and temporary structures used in the construction of, or for making additions to, alterations or repairs to the structure.

Period of restoration means the period of time that, for **extra expense**, begins immediately after the time of direct physical loss or damage by a **covered peril to property**.

Definitions

Period of Restoration (continued)

Period of restoration will continue until your **operations** are restored, with reasonable speed, to the level which would generate the **business income** amount that would have existed if no direct physical loss or damage occurred, including the time required to:

- A. repair or replace the **property**;
- B. repair or replace the **property** to comply with the minimum standards of any enforceable ordinance or law that:
 1. regulates the repair or replacement of any **property**;
 2. requires the tearing down of parts of any **property** not damaged by a **covered peril**; and
 3. is in force prior to the date of the direct physical loss or damage; or
- C. repair or replace the **building** or **personal property** to meet the requirements of **green standards**,

not to exceed the applicable number of days shown as Extended Period in the Declarations, beginning on the date that the lost or damaged **property** is actually repaired or replaced and your **operations** are restored.

The expiration date of this policy will not cut short the **period of restoration**.

If loss or damage occurs at a:

- **dependent business premises**; or
- utility,

for the purpose of determining **period of restoration** following such loss or damage, **property** includes:

- **personal property of a utility**; or
- **personal property of a dependent business premises**.

In determining the **business income** amount that would have existed if no direct physical loss or damage occurred, we will reduce such amount to the extent necessary to reflect unfavorable economic conditions attributable to the impact the **covered peril** had in the geographic area where the lost or damage **property** is located.

Period of restoration does not include any increased period required to comply with any ordinance or law:

- you were required to comply with before the direct physical loss or damage;
- involving any **property** outside the legal boundary of the premises shown in the Declarations;
- that regulates the repair or replacement of any **property** that was lost or damaged by an excluded peril. If direct physical loss or damage is caused by or results from both a **covered peril** and an excluded peril, the **period of restoration** only includes the length of time required to repair or replace the **property** lost or damaged by a **covered peril**; or

Property Insurance

Endorsement

Effective Date

Policy Number

Definitions

Period of Restoration
(continued)

- that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **fungus** or **pollutants**, except as provided under the Fungus Clean-up Or Removal Premises Coverage or the Pollutant Clean-up Or Removal Additional Coverage.

All other terms and conditions remain unchanged.

Authorized Representative

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First Filing Company: Federal Insurance Company, ... *State Tracking Number:* EFT \$50
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Rate Information

Rate data does NOT apply to filing.

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Product Name: CUSTOMARQ
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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 09/19/2008

Comments:

Arkansas form F777
Arkansas form F778 - forms list

Attachments:

F777ARKANSAS.pdf
Countrywide NAIC Form List.pdf

Satisfied -Name: Countrywide Forms Explanatory
Memorandum **Review Status:** Approved 09/19/2008

Comments:

Countrywide Forms Explanatory Memo

Attachment:

Forms EM.pdf

16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	09-18-08
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	08-CMQ-13-F
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Enclosed for filing are new optional endorsements for use with our filed and approved Customarq Program. These endorsements address the emerging issue of Green (environmentally friendly) property exposures by providing a new Premises Coverage. In order to assist you in your review, we have enclosed an Explanatory Memorandum.

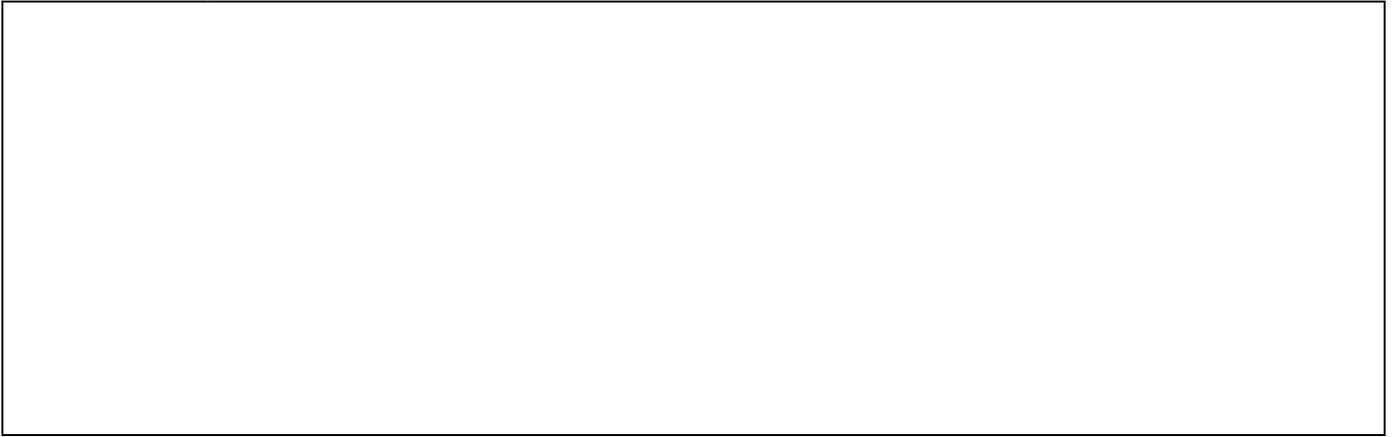
We are submitting two new endorsements to be used with our filed and approved Customarq programs. These endorsements are 80-02-5249 and 17-02-7509. These two endorsements correspond to the Customarq programs to which the endorsements attach. The substance of both forms is essentially the same and is broadening of coverage.

Your approval would be appreciated effective March 1, 3009. However, it is possible that internal considerations may force us to delay the implementation of this filing. If this becomes necessary, we will provide you with the proper documentation to amend the effective date.

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

FORM FILING SCHEDULE

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

This filing transmittal is part of Company Tracking #		08-CMQ-13-F			
This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		08-CMQ-15-RR			
	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)
2	Green Standards Upgrade - Premises Coverage	17-02-7509 (Ed. 9-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
4	Green Standards Upgrade - Premises Coverage	80-02-5249 (Ed. 9-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A

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COUNTRYWIDE EXPLANATORY MEMORANDUM

We are submitting two new endorsements to be used with our filed and approved Customary programs. These endorsements are 80-02-5249 and 17-02-7509. These two endorsements correspond to the Customary programs to which the endorsements attach. The substance of both forms is essentially the same and is broadening of coverage.

These forms address the emerging issue of Green (environmentally friendly) property exposures by adding a new Premises Coverage called Upgrade To Green Standards. Direct physical loss to covered building and personal property is addressed in the form as well as the resulting time element exposures of business income, rental income or extra expense. Coverage is provided when a limit of insurance for Property Damage and Business Income, Rental Income or Extra Expense is shown in the endorsement schedule.

The most we will pay for Property Damage loss is the lesser of the 1) Property Damage limit of insurance shown in the endorsement schedule or 2) the Increased Cost Percentage shown in the endorsement schedule applied to the covered direct physical loss or damage. Any Property Damage payment made under the endorsement is in addition to the applicable building or personal property limits of insurance shown in the declarations.

The most we will pay for Business Income, Rental Income or Extra Expense is the lesser of the applicable limit of insurance shown in the declarations or the applicable limit of insurance shown in the endorsement schedule. Any payment for Business Income, Rental Income or Extra Expense made under the endorsement will reduce the applicable Business Income, Rental Income or Extra Expense applicable limit of insurance shown in the declarations.

All defined terms, other than those specifically added or modified in the endorsements, can be found in our Property/Business Income Conditions And Definitions contract which is a filed and approved contract and made part of the Customary policies.

These are optional rate bearing endorsements which incur an additional premium.

In the preceding paragraphs above, where possible we have described the changes to include the impact the change has on the scope of the provision or the scope of insurance provided. However, because it is impossible to anticipate every possible loss scenario that could implicate a change we have made, some changes can have a variety of effects (depending on the type of loss) and do not lend themselves to such a description. In those cases, we have simply described the change. We refer you to the applicable language of the provision in question for additional information.

Please be advised that we are working to add the forms to our internal rating and policy issuance system. Once this is finalized, the final forms may be formatted differently due to systems constraints. However, the language and punctuation will be the same. We hereby inform you, we will not refile the system generated forms unless otherwise requested in response to this filing.

THIS EXPLANATORY MEMORANDUM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT MODIFY, LIMIT OR ENLARGE POLICY PROVISIONS AND MAY NOT DESCRIBE EVERY CHANGE. THE BEST EXPLANATION OF THE INSURANCE PROVIDED IS OBTAINED BY CONSULTING THE LANGUAGE OF THE ISSUED POLICIES. WHETHER OR NOT A PARTICULAR LOSS IS COVERED CAN ONLY BE DETERMINED AT THE TIME OF LOSS BY APPLYING ALL OF THE POLICY PROVISIONS TO THE FACTS AND CIRCUMSTANCES OF THE CLAIM. THE ACTUAL RIGHTS AND RESPONSIBILITIES OF THE INDIVIDUAL MEMBER INSURERS OF THE CHUBB GROUP OF INSURANCE COMPANIES AND THE INSURED ARE CONTAINED IN THE TERMS AND CONDITIONS OF THE ISSUED POLICIES.