

SERFF Tracking Number: SHEL-125523699 State: Arkansas
Filing Company: Shelter Mutual Insurance Company State Tracking Number: #1363354 \$50
Company Tracking Number: 03M20208
TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
Product Name: HO
Project Name/Number: Aufranc/

Filing at a Glance

Company: Shelter Mutual Insurance Company

Product Name: HO

TOI: 04.0 Homeowners

Sub-TOI: 04.0000 Homeowners Sub-TOI
Combinations

Filing Type: Form

SERFF Tr Num: SHEL-125523699 State: Arkansas

SERFF Status: Closed

Co Tr Num: 03M20208

Co Status:

Authors: Brian Marcks, Sue
Burlingame

Date Submitted: 03/06/2008

State Tr Num: #1363354 \$50

State Status: Fees verified and
received

Reviewer(s): Becky Harrington,
Betty Montesi, Brittany Yielding

Disposition Date: 03/19/2008

Disposition Status: Approved

Effective Date Requested (New): 07/27/2008

Effective Date Requested (Renewal): 07/27/2008

Effective Date (New): 07/27/2008

Effective Date (Renewal):
07/27/2008

State Filing Description:

General Information

Project Name: Aufranc

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 03/19/2008

State Status Changed: 03/10/2008

Corresponding Filing Tracking Number:

Filing Description:

The following forms have either been revised or added:

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Form B-422.28-B, HO-3 Earthquake Endorsement (Extension of Coverages A, B, and C), Form B-422.29-B, HO-4 Earthquake Endorsement (Extension of Coverage C), Form B-422.30-B, HO-5 Earthquake Endorsement (Extension of Coverages A, B, and C) and Form B-422.32-B, HO-6 Earthquake Endorsement (Extension of Coverages A, B, and C)

<i>SERFF Tracking Number:</i>	<i>SHEL-125523699</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Shelter Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>#1363354 \$50</i>
<i>Company Tracking Number:</i>	<i>03M20208</i>		
<i>TOI:</i>	<i>04.0 Homeowners</i>	<i>Sub-TOI:</i>	<i>04.0000 Homeowners Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>HO</i>		
<i>Project Name/Number:</i>	<i>Aufranc/</i>		

have been revised.

Form B-391.4-B, Construction Theft Endorsement has been revised by removing the 180 day coverage limitation.

New Form B-825-B, HO-6 Amendatory Endorsement, enables the insured to collect the assessment deductible of the condominium association, up to \$1,000.

New Forms B-433-B and B-433.2-B, Actual Cash Value – Roof Coverage allow losses for roofs and roof surfacing to be settled on an actual cash value basis. These endorsements are optional and provide a premium credit if chosen. Rates and rules for these forms are being filed in a separate filing (03M20108).

Company and Contact

Filing Contact Information

Brian Marcks, Coordinator of Insurance Department Affairs 1817 West Broadway Columbia, MO 65218	BCMarcks@shelterinsurance.com (573) 214-4165 [Phone] (573) 446-7317[FAX]
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Filing Company Information

Shelter Mutual Insurance Company 1817 West Broadway Columbia, MO 65218 (573) 445-8441 ext. [Phone]	CoCode: 23388 Group Code: Group Name: FEIN Number: 43-0613000 -----	State of Domicile: Missouri Company Type: State ID Number:
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Filing Fees

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

SERFF Tracking Number: SHEL-125523699 State: Arkansas
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Product Name: HO
Project Name/Number: Aufranc/

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Shelter Mutual Insurance Company	\$0.00	03/06/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
1363354	\$50.00	03/04/2008

SERFF Tracking Number: SHEL-125523699 State: Arkansas
 Filing Company: Shelter Mutual Insurance Company State Tracking Number: #1363354 \$50
 Company Tracking Number: 03M20208
 TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
 Product Name: HO
 Project Name/Number: Aufranc/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Becky Harrington	03/19/2008	03/19/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Becky Harrington	03/07/2008	03/07/2008	Brian Marcks	03/19/2008	03/19/2008

SERFF Tracking Number: *SHEL-125523699* *State:* *Arkansas*
Filing Company: *Shelter Mutual Insurance Company* *State Tracking Number:* *#1363354 \$50*
Company Tracking Number: *03M20208*
TOI: *04.0 Homeowners* *Sub-TOI:* *04.0000 Homeowners Sub-TOI Combinations*
Product Name: *HO*
Project Name/Number: *Aufranc/*

Disposition

Disposition Date: 03/19/2008

Effective Date (New): 07/27/2008

Effective Date (Renewal): 07/27/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SHEL-125523699 State: Arkansas
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 TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
 Product Name: HO
 Project Name/Number: Aufranc/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	HO-3 Earthquake Endorsement (Extension of Coverages A, B, and C)	Approved	Yes
Form	HO-4 Earthquake Endorsement (Extension of Coverage C)	Approved	Yes
Form	HO-5 Earthquake Endorsement (Extension of Coverages A, B, and C)	Approved	Yes
Form	HO-6 Earthquake Endorsement (Extension of Coverages A, B, and C)	Approved	Yes
Form	Construction Theft Endorsement	Approved	Yes
Form	HO-6 Amendatory Endorsement	Approved	Yes
Form (revised)	Actual Cash Value – Roof Coverage	Withdrawn	Yes
Form	Actual Cash Value – Roof Coverage	Withdrawn	Yes
Form (revised)	Actual Cash Value – Roof Coverage	Withdrawn	Yes
Form	Actual Cash Value – Roof Coverage	Withdrawn	Yes

SERFF Tracking Number: SHEL-125523699 State: Arkansas
Filing Company: Shelter Mutual Insurance Company State Tracking Number: #1363354 \$50
Company Tracking Number: 03M20208
TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
Product Name: HO
Project Name/Number: Aufranc/

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 03/07/2008

Submitted Date 03/07/2008

Respond By Date

Dear Brian Marcks,

This will acknowledge receipt of the captioned filing.

Objection 1

- Actual Cash Value – Roof Coverage (Form)

Comment: Arkansas does not allow ACV on the roof when the dwelling is covered under a replacement cost loss/total restoration cost settlement. It is the opinion of this Department that if a dwelling is eligible for replacement cost coverage then the roof, being a part of the dwelling, should be also. Please withdraw this form.

Please feel free to contact me if you have questions.

Sincerely,

Becky Harrington

Response Letter

Response Letter Status Submitted to State

Response Letter Date 03/19/2008

Submitted Date 03/19/2008

Dear Becky Harrington,

Comments:

Response 1

Comments: Becky,

Reference is made to your letter of March 7. As requested, we are withdrawing Forms B-433-B and B-433.2-B.

Please let me know if you have questions or need additional information.

Brian

SERFF Tracking Number: SHEL-125523699 State: Arkansas
 Filing Company: Shelter Mutual Insurance Company State Tracking Number: #1363354 \$50
 Company Tracking Number: 03M20208
 TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
 Product Name: HO
 Project Name/Number: Aufranc/

Related Objection 1

Applies To:

- Actual Cash Value – Roof Coverage (Form)

Comment:

Arkansas does not allow ACV on the roof when the dwelling is covered under a replacement cost loss/total restoration cost settlement. It is the opinion of this Department that if a dwelling is eligible for replacement cost coverage then the roof, being a part of the dwelling, should be also. Please withdraw this form.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Actual Cash Value – Roof Coverage	B-433-B		Endorsement/Amendment/Conditions	Withdrawn		0	B-433-B Actual Cash Value-Roof Coverage (use with Platinum Shield HO-5).pdf

Previous Version

Actual Cash Value – Roof Coverage	B-433-B		Endorsement/Amendment/Conditions	New		0	B-433-B Actual Cash Value-Roof Coverage (use with Platinum
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SERFF Tracking Number: SHEL-125523699 State: Arkansas
 Filing Company: Shelter Mutual Insurance Company State Tracking Number: #1363354 \$50
 Company Tracking Number: 03M20208
 TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
 Product Name: HO
 Project Name/Number: Aufranc/

				Shield HO-5).pdf
Actual Cash Value – Roof Coverage	B-433.2-B	Endorsement/Amendment Withdrawn /Conditions	0	B-433.2-B Actual Cash Value- Roof Coverage (use with HO-3).pdf

Previous Version

Actual Cash Value – Roof Coverage	B-433.2-B	Endorsement/Amendment New /Conditions	0	B-433.2-B Actual Cash Value- Roof Coverage (use with HO-3).pdf
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SERFF Tracking Number: *SHEL-125523699* *State:* *Arkansas*
Filing Company: *Shelter Mutual Insurance Company* *State Tracking Number:* *#1363354 \$50*
Company Tracking Number: *03M20208*
TOI: *04.0 Homeowners* *Sub-TOI:* *04.0000 Homeowners Sub-TOI Combinations*
Product Name: *HO*
Project Name/Number: *Aufranc/*

No Rate/Rule Schedule items changed.

Sincerely,
Brian Marcks, Sue Burlingame

SERFF Tracking Number: SHEL-125523699 State: Arkansas
 Filing Company: Shelter Mutual Insurance Company State Tracking Number: #1363354 \$50
 Company Tracking Number: 03M20208
 TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
 Product Name: HO
 Project Name/Number: Aufranc/

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	HO-3 Earthquake Endorsement (Extension of Coverages A, B, and C)	B-422.28-B		Endorsement/Amendment/Conditions	Replaced Form #:0.00 B-422.26-B Previous Filing #:		B-422.28-B (HO-3 Earthquake Endorsement).pdf
Approved	HO-4 Earthquake Endorsement (Extension of Coverage C)	B-422.29-B		Endorsement/Amendment/Conditions	Replaced Form #:0.00 B-422.26-B Previous Filing #:		B-422.29-B (HO-4 Earthquake Endorsement).pdf
Approved	HO-5 Earthquake Endorsement (Extension of Coverages A, B, and C)	B-422.30-B		Endorsement/Amendment/Conditions	Replaced Form #:0.00 B-422.12-B Previous Filing #:		B-422.30-B (HO-5 Earthquake Endorsement).pdf
Approved	HO-6 Earthquake Endorsement (Extension of Coverages A, B, and C)	B-422.32-B		Endorsement/Amendment/Conditions	Replaced Form #:0.00 B-422.26-B Previous Filing #:		B-422.32-B (HO-6 Earthquake Endorsement).pdf
Approved	Construction Theft Endorsement	B-391.4-B		Endorsement/Amendment/Conditions	Replaced Form #:0.00 B-391.3-B and B-391.1-B Previous Filing #:		B-391.4-B Construction Theft Endorsement (use with HO-3 & HO-5).pdf
Approved	HO-6 Amendatory Endorsement	B-825-B		Endorsement/Amendment/Conditions		0.00	B-825-B (HO-6 Amendatory Endorsement).pdf
Withdrawn	Actual Cash	B-433-B		Endorsement/Withdrawn	Replaced Form #:0.00		B-433-B

SERFF Tracking Number: SHEL-125523699 State: Arkansas
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 Company Tracking Number: 03M20208
 TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
 Product Name: HO
 Project Name/Number: Aufranc/

	Value – Roof Coverage		nt/Amendm ent/Condi ons	Previous Filing #:	Actual Cash Value-Roof Coverage (use with Platinum Shield HO- 5).pdf
Withdrawn	Actual Cash Value – Roof Coverage	B-433.2-B	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00 Previous Filing #:	B-433.2-B Actual Cash Value-Roof Coverage (use with HO-3).pdf

HO-3 EARTHQUAKE ENDORSEMENT
(EXTENSION OF COVERAGES A, B, and C)

WHAT WE INSURE UNDER THIS EXTENSION OF COVERAGES

For the additional premium paid, **we** agree to extend Coverages A, B, and C to **accidental direct physical loss** caused by **earthquake**, subject to all the terms and conditions of those coverages except as modified by this endorsement.

EXCLUSIONS TO THIS EXTENSION OF COVERAGES

For **claims** made under this endorsement **we** will apply all exclusions related to any applicable coverage except exclusion 2 under the heading: "EXCLUSIONS APPLICABLE TO COVERAGES A & B". The following exclusions are added and will also apply to **claims** made under this endorsement:

ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGES A & B

We do not cover any loss or damage if it would not have occurred in the absence of any event or condition listed below. That loss or damage is excluded from coverage regardless of:

- (a) the proximate cause of that event or condition;
- (b) the efficient proximate cause of that event or condition;
- (c) the fact that other events or conditions, which are not excluded, caused the loss or damage;
- (d) the fact that other events or conditions, which are not excluded, contributed to the loss or damage;
- (e) the sequence of the events or conditions that caused the loss or damage;
- (f) whether the events and conditions that caused the loss or damage occurred suddenly or gradually;
- (g) whether the loss or damage is isolated or widespread;
- (h) whether the loss or damage arises from natural forces or human forces or a combination of such forces; or
- (i) whether the loss or damage was caused by internal forces, external forces, or a combination of such forces.

1. Movement of materials that support, or surround, a structure, unless it is caused directly by an **earthquake**.
2. The sinking, rising, shifting, expanding, or contracting, of earth, or any other supporting or surrounding material, unless it is caused directly by an **earthquake**.
3. Landslides, sinking of ground, subsidence, or erosion, unless it is caused directly by an **earthquake**.
4. Flood or tidal wave, irrespective of its cause and irrespective of the fact that an **earthquake** contributed to its cause.
5. Volcanic explosions, lava flow, mudflow, or mudslides, irrespective of its cause and irrespective of the fact that an **earthquake** contributed to its cause.
6. Movement of materials surrounding covered property resulting from improper construction or compaction, or improper site selection, irrespective of the fact that an **earthquake** contributed to its movement.

We do cover **accidental direct physical loss** caused by fire, if that fire occurs subsequent to any of these causes.

We do not cover damage caused by any **earthquake** or aftershock that occurs after the expiration of this policy.

We do not cover any cost:

1. required to replace, rebuild, stabilize, or otherwise restore, supporting, or surrounding, material, irrespective of the fact that an **earthquake** necessitated such replacement, rebuilding, stabilization or restoration;
2. associated with any repair technique designed to compensate for, or prevent, the instability of supporting, or surrounding, material, irrespective of the fact that an **earthquake** necessitated such repair technique.

HOW WE WILL SETTLE CLAIMS MADE UNDER THIS EXTENSION OF COVERAGES

We will settle all **claims** made under this endorsement in accordance with the section of the policy headed: "HOW LOSSES UNDER SECTION I ARE SETTLED" except that **we** will apply the **deductibles** set out in this endorsement and not those set out in the policy.

DEDUCTIBLES THAT APPLY TO THIS EXTENSION OF COVERAGES

The **deductibles** stated in the policy and all provisions related to that **deductible** do not apply to **claims** made under this endorsement.

When paying **claims** made under this endorsement, **we** will apply a separate **earthquake deductible** to all **claims** paid under each specific coverage. This is a different method of applying **deductibles** than that used under other portions of this policy and is used only for **earthquake** related **claims**.

(For example: if the limit of Coverage A were \$100,000, the limit of Coverage B \$10,000, the limit of Coverage C \$55,000; and the **deductible** percentage shown in the **Declarations** for this endorsement were 15%; a separate **earthquake deductible** for Coverage A **claims** of \$15,000 would be applied; a separate **earthquake deductible** for Coverage B **claims** of \$1,500 would be applied; and a separate **earthquake deductible** of \$8,250 for Coverage C **claims** would be applied.)

ADDITIONAL DEFINITIONS USED IN THIS EXTENSION OF COVERAGES

All of the definitions stated in the policy apply to **claims** made under this endorsement and, in addition, the following definitions are added:

1. **Earthquake** means seismic event consisting of one or more scientifically measurable tremors or shocks. All such tremors or shocks that occur within any period of seventy-two hours constitute a single **earthquake** under the terms of this endorsement.
2. **Earthquake deductible** means the specified percentage of the coverage amount shown in the **Declarations** related to this endorsement.

B-422.28-B

HO-4 **EARTHQUAKE** ENDORSEMENT (EXTENSION OF COVERAGE C)

WHAT **WE** INSURE UNDER THIS EXTENSION OF COVERAGES

For the additional premium paid, **we** agree to extend Coverage C to **accidental direct physical loss** caused by **earthquake**, subject to all the terms and conditions of those coverages except as modified by this endorsement.

EXCLUSIONS TO THIS EXTENSION OF COVERAGES

For **claims** made under this endorsement **we** will apply all exclusions related to any applicable coverage except exclusion 2 under the heading: "EXCLUSIONS APPLICABLE TO COVERAGE C".

HOW **WE** WILL SETTLE **CLAIMS** MADE UNDER THIS EXTENSION OF COVERAGES

We will settle all **claims** made under this endorsement in accordance with the section of the policy headed: "HOW LOSSES UNDER SECTION I ARE SETTLED" except that **we** will apply the **deductibles** set out in this endorsement and not those set out in the policy.

DEDUCTIBLES THAT APPLY TO THIS EXTENSION OF COVERAGES

The **deductibles** stated in the policy and all provisions related to that **deductible** do not apply to **claims** made under this endorsement.

(Example: If the limit of Coverage C is \$55,000 and the **deductible** percentage shown in the **Declarations** for this endorsement is 15%, a separate **earthquake deductible** of \$8,250 for Coverage C **claims** would be applied.)

ADDITIONAL DEFINITIONS USED IN THIS EXTENSION OF COVERAGES

All of the definitions stated in the policy apply to **claims** made under this endorsement and, in addition, the following definitions are added:

1. **Earthquake** means seismic event consisting of one or more scientifically measurable tremors or shocks. All such tremors or shocks that occur within any period of seventy-two hours constitute a single **earthquake** under the terms of this endorsement.
2. **Earthquake deductible** means the specified percentage of the coverage amount shown in the **Declarations** related to this endorsement.

HO-5 EARTHQUAKE ENDORSEMENT
(EXTENSION OF COVERAGES A, B, and C)

WHAT WE INSURE UNDER THIS EXTENSION OF COVERAGES

For the additional premium paid, **we** agree to extend Coverages A, B, and C to accidental direct physical loss caused by **earthquake**, subject to all the terms and conditions of those coverages except as modified by this endorsement.

EXCLUSIONS TO THIS EXTENSION OF COVERAGES

For claims made under this endorsement **we** will apply all exclusions related to any applicable coverage except exclusion 2 under the heading: "**EXCLUSIONS-SECTION I**". The following exclusions are added and will also apply to claims made under this endorsement:

ADDITIONAL EXCLUSIONS UNDER SECTION I

We do not cover any loss or damage if it would not have occurred in the absence of any event or condition listed below. That loss or damage is excluded from coverage regardless of:

- (a) the proximate cause of that event or condition;
- (b) the efficient proximate cause of that event or condition;
- (c) the fact that other events or conditions, which are not excluded, caused the loss or damage;
- (d) the fact that other events or conditions, which are not excluded, contributed to the loss or damage;
- (e) the sequence of the events or conditions that caused the loss or damage;
- (f) whether the events and conditions that caused the loss or damage occurred suddenly or gradually;
- (g) whether the loss or damage is isolated or widespread;
- (h) whether the loss or damage arises from natural forces or human forces or a combination of such forces; or
- (i) whether the loss or damage was caused by internal forces, external forces, or a combination of such forces.

1. Movement of materials that support, or surround, a structure, unless it is caused directly by an **earthquake**.
2. The sinking, rising, shifting, expanding, or contracting, of earth, or any other supporting or surrounding material, unless it is caused directly by an **earthquake**.
3. Landslides, sinking of ground, subsidence, or erosion, unless it is caused directly by an **earthquake**.
4. Flood or tidal wave, irrespective of its cause and irrespective of the fact that an **earthquake** contributed to its cause.
5. Volcanic explosions, lava flow, mudflow, or mudslides, irrespective of its cause and irrespective of the fact that an **earthquake** contributed to its cause.
6. Movement of materials surrounding covered property resulting from improper construction or compaction, or improper site selection, irrespective of the fact that an **earthquake** contributed to its movement.

We do cover accidental direct physical loss caused by fire, if that fire occurs subsequent to any of these causes.

We do not cover damage caused by any **earthquake** or aftershock that occurs after the expiration of this policy.

We do not cover any cost:

1. required to replace, rebuild, stabilize, or otherwise restore, supporting, or surrounding, material, irrespective of the fact that an **earthquake** necessitated such replacement, rebuilding, stabilization or restoration;
2. associated with any repair technique designed to compensate for, or prevent, the instability of supporting, or surrounding, material, irrespective of the fact that an **earthquake** necessitated such repair technique.

HOW WE WILL SETTLE CLAIMS MADE UNDER THIS EXTENSION OF COVERAGES

We will settle all claims made under this endorsement in accordance with the section of the policy headed: "**CONDITIONS-SECTION I, 2. How Losses Are Settled**" except that **we** will apply the deductibles set out in this endorsement and not those set out in the policy.

DEDUCTIBLES THAT APPLY TO THIS EXTENSION OF COVERAGES

The deductibles stated in the policy and all provisions related to that deductible do not apply to claims made under this endorsement.

When paying claims made under this endorsement, **we** will apply a separate **earthquake deductible** to all claims paid under each specific coverage. This is a different method of applying deductibles than that used under other portions of this policy and is used only for **earthquake** related claims.

(For example: if the limit of Coverage A were \$100,000, the limit of Coverage B \$10,000, the limit of Coverage C \$75,000; and the deductible percentage shown in the Declarations for this endorsement were 15%; a separate **earthquake deductible** for Coverage A claims of \$15,000 would be applied; a separate **earthquake deductible** for Coverage B claims of \$1,500 would be applied; and a separate **earthquake deductible** of \$11,250 for Coverage C claims would be applied.)

ADDITIONAL DEFINITIONS USED IN THIS EXTENSION OF COVERAGES

All of the definitions stated in the policy apply to claims made under this endorsement and, in addition, the following definitions are added:

1. **Earthquake** means seismic event consisting of one or more scientifically measurable tremors or shocks. All such tremors or shocks that occur within any period of seventy-two hours constitute a single **earthquake** under the terms of this endorsement.
2. **Earthquake deductible** means the specified percentage of the coverage amount shown in the Declarations related to this endorsement.

B-422.30-B

HO-6 EARTHQUAKE ENDORSEMENT
(EXTENSION OF COVERAGES A, B, and C)

WHAT WE INSURE UNDER THIS EXTENSION OF COVERAGES

For the additional premium paid, **we** agree to extend Coverages A, B, and C to **accidental direct physical loss** caused by **earthquake**, subject to all the terms and conditions of those coverages except as modified by this endorsement.

EXCLUSIONS TO THIS EXTENSION OF COVERAGES

For **claims** made under this endorsement **we** will apply all exclusions related to any applicable coverage except exclusion 2 under the heading: "EXCLUSIONS APPLICABLE TO COVERAGES A & B". The following exclusions are added and will also apply to **claims** made under this endorsement:

ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGES A & B

We do not cover any loss or damage if it would not have occurred in the absence of any event or condition listed below. That loss or damage is excluded from coverage regardless of:

- (a) the proximate cause of that event or condition;
- (b) the efficient proximate cause of that event or condition;
- (c) the fact that other events or conditions, which are not excluded, caused the loss or damage;
- (d) the fact that other events or conditions, which are not excluded, contributed to the loss or damage;
- (e) the sequence of the events or conditions that caused the loss or damage;
- (f) whether the events and conditions that caused the loss or damage occurred suddenly or gradually;
- (g) whether the loss or damage is isolated or widespread;
- (h) whether the loss or damage arises from natural forces or human forces or a combination of such forces; or
- (i) whether the loss or damage was caused by internal forces, external forces, or a combination of such forces.

1. Movement of materials that support, or surround, a structure, unless it is caused directly by an **earthquake**.
2. The sinking, rising, shifting, expanding, or contracting, of earth, or any other supporting or surrounding material, unless it is caused directly by an **earthquake**.
3. Landslides, sinking of ground, subsidence, or erosion, unless it is caused directly by an **earthquake**.
4. Flood or tidal wave, irrespective of its cause and irrespective of the fact that an **earthquake** contributed to its cause.
5. Volcanic explosions, lava flow, mudflow, or mudslides, irrespective of its cause and irrespective of the fact that an **earthquake** contributed to its cause.
6. Movement of materials surrounding covered property resulting from improper construction or compaction, or improper site selection, irrespective of the fact that an **earthquake** contributed to its movement.

We do cover **accidental direct physical loss** caused by fire, if that fire occurs subsequent to any of these causes.

We do not cover damage caused by any **earthquake** or aftershock that occurs after the expiration of this policy.

We do not cover any cost:

1. required to replace, rebuild, stabilize, or otherwise restore, supporting, or surrounding, material, irrespective of the fact that an **earthquake** necessitated such replacement, rebuilding, stabilization or restoration;
2. associated with any repair technique designed to compensate for, or prevent, the instability of supporting, or surrounding, material, irrespective of the fact that an **earthquake** necessitated such repair technique.

HOW WE WILL SETTLE CLAIMS MADE UNDER THIS EXTENSION OF COVERAGES

We will settle all **claims** made under this endorsement in accordance with the section of the policy headed: "HOW LOSSES UNDER SECTION I ARE SETTLED" except that **we** will apply the **deductibles** set out in this endorsement and not those set out in the policy.

DEDUCTIBLES THAT APPLY TO THIS EXTENSION OF COVERAGES

The **deductibles** stated in the policy and all provisions related to that **deductible** do not apply to **claims** made under this endorsement.

When paying **claims** made under this endorsement, **we** will apply a separate **earthquake deductible** to all **claims** paid under each specific coverage. This is a different method of applying **deductibles** than that used under other portions of this policy and is used only for **earthquake** related **claims**.

(For example: if the limit of Coverage A were \$100,000, the limit of Coverage B \$10,000, the limit of Coverage C \$55,000; and the **deductible** percentage shown in the **Declarations** for this endorsement were 15%; a separate **earthquake deductible** for Coverage A **claims** of \$15,000 would be applied; a separate **earthquake deductible** for Coverage B **claims** of \$1,500 would be applied; and a separate **earthquake deductible** of \$8,250 for Coverage C **claims** would be applied.)

ADDITIONAL DEFINITIONS USED IN THIS EXTENSION OF COVERAGES

All of the definitions stated in the policy apply to **claims** made under this endorsement and, in addition, the following definitions are added:

1. **Earthquake** means seismic event consisting of one or more scientifically measurable tremors or shocks. All such tremors or shocks that occur within any period of seventy-two hours constitute a single **earthquake** under the terms of this endorsement.
2. **Earthquake deductible** means the specified percentage of the coverage amount shown in the **Declarations** related to this endorsement.

B-422.32-B

CONSTRUCTION THEFT ENDORSEMENT

For an additional premium, the policy is amended as follows:

1. **COVERAGE A-DWELLING** and **COVERAGE C-PERSONAL PROPERTY**, apply to loss by theft from a building under construction and of materials and supplies for use in its construction. This coverage removes the exclusions applying to theft from the building under construction or of construction materials and supplies for use in its construction. Under construction includes remodeling or renovation.
2. Property Excluded. **We** do not cover machinery, tools, equipment and property of similar nature which will not become a permanent part of the structure.
3. Cancellation. The cancellation provisions of this policy are changed to include: If **you** request cancellation, the premium charged for this endorsement is fully earned at the inception of the term and no premium will be returned. If cancellation is at **our** request, the return premium will be prorated.
4. The provisions of this endorsement end:
 - (a) after the new building has been completed and occupied by **you**; or
 - (b) when term of the current policy to which this endorsement is attached ends.

All other terms and conditions remain unchanged.

B-391.4-B

HO-6 AMENDATORY ENDORSEMENT

Under **SECTION I – PROPERTY PROTECTION, COVERAGE B – LOSS ASSESSMENT COVERAGE**, INSURING AGREEMENTS, the following sentence is deleted:

“This coverage does not apply to any assessment that is a result of a deductible or other retained limit applying from a master insurance policy purchased by the **Owners’ Association** on behalf of all of its members or stockholders.”

B-825-B

Actual Cash Value - Roof Coverage

For a reduced premium **you** agree the provisions in **Conditions - Section 1, 2 (a) How losses are settled** providing for actual cash value settlement also apply to roof surfacing.

Actual Cash Value - Roof Coverage

For a reduced premium **you** agree the section of the policy titled "HOW LOSSES UNDER SECTION I ARE SETTLED" is changed, with respect to roof surfacing as follows:

We will estimate the **total restoration cost** and pay **you** the **actual cash value** of all the damaged part of the roof surface.

B-433.2-B

SERFF Tracking Number: *SHEL-125523699* *State:* *Arkansas*
Filing Company: *Shelter Mutual Insurance Company* *State Tracking Number:* *#1363354 \$50*
Company Tracking Number: *03M20208*
TOI: *04.0 Homeowners* *Sub-TOI:* *04.0000 Homeowners Sub-TOI Combinations*
Product Name: *HO*
Project Name/Number: *Aufranc/*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SHEL-125523699 State: Arkansas
Filing Company: Shelter Mutual Insurance Company State Tracking Number: #1363354 \$50
Company Tracking Number: 03M20208
TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
Product Name: HO
Project Name/Number: Aufranc/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved 03/19/2008

Comments:

Please see attachments.

Attachments:

ARPCTD-1 02-20-2008.pdf

ARPCFFS-1 _HO-3, HO-4, HO-5, HO-6_ 02-20-2008.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 #
Shelter Insurance Companies	123

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Shelter Mutual Insurance Company	MO	23388	43-0613000	

5. Company Tracking Number	03M20208
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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
	Brian Marcks	Coordinator of Insurance Dept. Affairs	573-214-4165	573-446-7317	BCMarcks@Shelterinsurance.com
	1817 West Broadway Columbia, MO 65218				
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Brian Marcks		

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

9.	Type of Insurance (TOI)	04.0
10.	Sub-Type of Insurance (Sub-TOI)	04.0000 Homeowners
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Homeowners
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: July 27, 2008 Renewal: July 27, 2008

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	March 6, 2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	03M20208
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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 following forms have either been revised or added:

Form B-422.28-B, HO-3 Earthquake Endorsement (Extension of Coverages A, B, and C), Form B-422.29-B, HO-4 Earthquake Endorsement (Extension of Coverage C), Form B-422.30-B, HO-5 Earthquake Endorsement (Extension of Coverages A, B, and C) and Form B-422.32-B, HO-6 Earthquake Endorsement (Extension of Coverages A, B, and C) have been revised.

Form B-391.4-B, Construction Theft Endorsement has been revised by removing the 180 day coverage limitation.

New Form B-825-B, HO-6 Amendatory Endorsement, enables the insured to collect the assessment deductible of the condominium association, up to \$1,000.

New Forms B-433-B and B-433.2-B, Actual Cash Value – Roof Coverage allow losses for roofs and roof surfacing to be settled on an actual cash value basis. These endorsements are optional and provide a premium credit if chosen. Rates and rules for these forms are being filed in a separate filing (03M20108).

22.	<p>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]</p> <p>Check #: 1363354 Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>
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*****Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

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

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

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 #	03M20208			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	03M20108			
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	HO-3Earthquake Endorsement (Extension of Coverages A,B,and C)	B-422.28-B	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	B-422.26-B	
02	HO-4Earthquake Endorsement (Extension of Coverage C)	B-422.29-B	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	B-422.26-B	
03	HO-5Earthquake Endorsement (Extension of Coverages A,B,and C)	B-422.30-B	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	B-422.12-B	
04	HO-6Earthquake Endorsement (Extension of Coverages A,B,and C)	B-422.32-B	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	B-422.26-B	
05	Construction Theft Endorsement	B-391.4-B	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	B-391.1-B (HO-5) B-391.3-B 01/07 version	
06	HO-6 Amendatory Endorsement	B-825-B	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Actual Cash Value- Roof Coverage	B-433-B	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Actual Cash Value- Roof Coverage	B-433.2-B	<input checked="" 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		

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

**Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

SERFF Tracking Number: SHEL-125523699 State: Arkansas
 Filing Company: Shelter Mutual Insurance Company State Tracking Number: #1363354 \$50
 Company Tracking Number: 03M20208
 TOI: 04.0 Homeowners Sub-TOI: 04.0000 Homeowners Sub-TOI Combinations
 Product Name: HO
 Project Name/Number: Aufranc/

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	Actual Cash Value – Roof Coverage	03/06/2008	B-433-B Actual Cash Value-Roof Coverage (use with Platinum Shield HO-5).pdf
No original date	Form	Actual Cash Value – Roof Coverage	03/06/2008	B-433.2-B Actual Cash Value-Roof Coverage (use with HO-3).pdf

Actual Cash Value - Roof Coverage

For a reduced premium **you** agree the provisions in **Conditions - Section 1, 2 (a) How losses are settled** providing for actual cash value settlement also apply to roof surfacing.

Actual Cash Value - Roof Coverage

For a reduced premium **you** agree the section of the policy titled "HOW LOSSES UNDER SECTION I ARE SETTLED" is changed, with respect to roof surfacing as follows:

We will estimate the **total restoration cost** and pay **you** the **actual cash value** of all the damaged part of the roof surface.

B-433.2-B