

**State:** District of Columbia **Filing Company:** Indemnity Insurance Company of North America  
**TOI/Sub-TOI:** 09.0 Inland Marine/09.0005 Other Commercial Inland Marine  
**Product Name:** Non-Filed Commercial Inland Marine  
**Project Name/Number:** Form Revision/16-CML-2013733

## Filing at a Glance

Company: Indemnity Insurance Company of North America  
Product Name: Non-Filed Commercial Inland Marine  
State: District of Columbia  
TOI: 09.0 Inland Marine  
Sub-TOI: 09.0005 Other Commercial Inland Marine  
Filing Type: Form  
Date Submitted: 11/16/2016  
SERFF Tr Num: ACEH-130794861  
SERFF Status: Assigned  
State Tr Num:  
State Status:  
Co Tr Num: 16-CML-2013733  
Effective Date: On Approval  
Requested (New):  
Effective Date: On Approval  
Requested (Renewal):  
Author(s): Ines Piquet , Sandra Sedano  
Reviewer(s): Angela King (primary)  
Disposition Date:  
Disposition Status:  
Effective Date (New):  
Effective Date (Renewal):

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## General Information

Project Name: Form Revision	Status of Filing in Domicile: Not Filed
Project Number: 16-CML-2013733	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/17/2016	
State Status Changed:	Deemer Date:
Created By: Sandra Sedano	Submitted By: Ines Piquet
Corresponding Filing Tracking Number:	

### Filing Description:

Indemnity Insurance Company of North America ("the Company") is filing to revise endorsement BB-42470, Contractor's Equipment Coverage. More specifically, language under PERILS EXCLUDED, item I has been amended to clarify that the intent is to have the limitation applicable to a third party.

No other changes have been made to the form. A redlined version of the form is being submitted for your reference.

The company respectfully requests that this form be effective for new and renewal policies on the earliest day upon your approval/acknowledgement.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company contact. The Company's response will be submitted to your attention as soon as we receive it.

## Company and Contact

### Filing Contact Information

Sandra Sedano, Filing Analyst	ssedano@perrknight.com
401 Wilshire Boulevard	310-889-0993 [Phone]
Suite 300	
Santa Monica, CA 90401	

### Filing Company Information

Indemnity Insurance Company of North America	CoCode: 43575	State of Domicile: Pennsylvania
PO Box 1000	Group Code: 626	Company Type: stock
436 Walnut Street	Group Name: Chubb	State ID Number:
Philadelphia, PA 19106	FEIN Number: 06-1016108	
(215) 640-1811 ext. [Phone]		

## Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

**State:** District of Columbia**Filing Company:**

Indemnity Insurance Company of North America

**TOI/Sub-TOI:** 09.0 Inland Marine/09.0005 Other Commercial Inland Marine**Product Name:** Non-Filed Commercial Inland Marine**Project Name/Number:** Form Revision/16-CML-2013733

## Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
1		AMENDMENT OF POLICY CONDITIONS	BB-42470a	(10/16)	END	Replaced	Previous Filing Number:	ACEH-129700776	0.000	BB-42470a (1016).pdf
							Replaced Form Number:	BB-42470 (03/14)		

### Form Type Legend:

<b>ABE</b>	Application/Binder/Enrollment	<b>ADV</b>	Advertising
<b>BND</b>	Bond	<b>CER</b>	Certificate
<b>CNR</b>	Canc/NonRen Notice	<b>DEC</b>	Declarations/Schedule
<b>DSC</b>	Disclosure/Notice	<b>END</b>	Endorsement/Amendment/Conditions
<b>ERS</b>	Election/Rejection/Supplemental Applications	<b>OTH</b>	Other

## AMENDMENT OF POLICY CONDITIONS

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:**

### CONTRACTORS' EQUIPMENT COVERAGE

The policy is amended to as follows:

#### DEFINITIONS

The following definition is added:

- "Employee" means a person hired by "you" to perform duties related to the conduct of "your" business including persons leased to "you" by a labor or leasing firm under an agreement between "you" and the labor or leasing firm. "Employee" does not include a person who is furnished to "you" to substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

#### PROPERTY COVERED

The following provision is added:

- **Unscheduled Equipment** - When Unscheduled Equipment is indicated separately on the "equipment schedule", "we" cover direct physical loss caused by a covered peril to "your" unscheduled "contractors' equipment", except such property as may be deemed Property Not Covered.

#### PROPERTY NOT COVERED

Paragraph 3. **Leased Or Rented Property** is deleted in its entirety and replaced by the following:

3. **Leased Or Rented Property** - "We" do not cover property that "you" lease or rent to others, unless such property is leased or rented to others under a written lease or rental agreement with an operator that is "your" "employee".

Paragraph 4. **Loaned Property** is deleted in its entirety and replaced by the following:

4. **Loaned Property** - "We" do not cover property that "you" loan to others, unless such property is loaned with an operator that is "your" "employee".

The following are added to **Property Not Covered**:

8. **Blueprints, Mechanical Drawings, Plans Or Specifications** - "We" do not cover blueprints, mechanical drawings, plans or specifications.

9. **Underwater Property** - "We" do not cover property intended for use underwater. This exclusion does not apply to scheduled submersible pumps.

#### **SUPPLEMENTAL COVERAGES**

Newly Purchased Property is amended to add the following:

- e. The applicable deductible for Newly Purchased Property is the greater of:
- 1) 5% of the purchase price; or
  - 2) \$2,500

#### **PERILS EXCLUDED**

The following exclusion is added to Paragraph 2:

- I. Repairing, Adjusting, Servicing Or Maintenance** - "We" do not pay for loss caused by repairing, adjusting, servicing, maintenance, processing or any work performed upon "contractors' equipment" by a third party

All other terms and conditions remain unchanged.

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Authorized Representative

SERFF Tracking #:

ACEH-130794861

State Tracking #:

Company Tracking #:

16-CML-2013733

State: District of Columbia

Filing Company:

Indemnity Insurance Company of North America

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## Supporting Document Schedules

<b>Bypassed - Item:</b>	Readability Certificate
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Copy of Trust Agreement
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Expedited SERFF Filing Transmittal Form
<b>Bypass Reason:</b>	N/A
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Consulting Authorization
<b>Comments:</b>	
<b>Attachment(s):</b>	SAFEHOLD-EQUIPMENT-FILING-BB42470a-PR authorization for Refiling form.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Mark up
<b>Comments:</b>	
<b>Attachment(s):</b>	BB-42470 (0314) markup.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

# Westchester

A Chubb Company

Alice J. Balsama, ARM  
AVP Program Underwriting Manager  
436 Walnut Street, Phila., PA.19106  
E: [alice.balsama@chubb.com](mailto:alice.balsama@chubb.com)  
P: 215-640-2061

October 27, 2016

Re: GROUP NAME: Indemnity Insurance Company of North America  
NAIC #43575  
FEIN Number 06-1016108

To Whom It May Concern:

Perr&Knight is hereby authorized to submit rate, rule, and form filings on behalf of the following Company:

- Indemnity Insurance Company of North America
- NAIC No: 43575
- FEIN No: 06-1016108

This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary.

Please direct all correspondences and inquiries related to this filing to Perr&Knight at the following address:

State Filings Department  
Perr & Knight  
401 Wilshire Blvd, Suite 300  
Santa Monica, CA 90401  
Phone: (310) 230-9339  
Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Sincerely,



Alice J. Balsama, ARM  
AVP Underwriting, CHUBB Westchester Programs  
1-215-640-2061  
1-215-640-5472  
[alice.balsama@westchester.com](mailto:alice.balsama@westchester.com)

## AMENDMENT OF POLICY CONDITIONS

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Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

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Authorized Representative