

RULES – IMPLEMENTATION

DECEMBER 13, 2019

BUSINESSOWNERS

LI-BP-2019-186

## MISSOURI BUSINESSOWNERS MANUAL RULES REVISION TO BE IMPLEMENTED

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### KEY MESSAGE

Rules revision to reflect changes introduced in companion filing BP-2014-OISFR to be implemented in Missouri.

**Filing ID:** BP-2014-OISRU

**Effective Date:** 6/1/2020

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### BACKGROUND

In circular:

- [LI-BP-2014-094](#), we announced the submission of filing BP-2014-OISRU in various jurisdictions, not including Missouri, which revised various rules to reference new optional cyber insurance endorsements.
- [LI-BP-2014-189](#), we announced the implementation of filing BP-2014-OISRU in various other jurisdictions.

In addition, on January 12, 2015, the Missouri Department of Insurance issued Insurance Bulletin 15-01, which, in part, withdrew Insurance Bulletin 98-04.

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### ISO ACTION

Missouri rules filing BP-2014-OISRU revises the following in the ISO Commercial Lines Manual Businessowners multistate rules to reflect the introduction of the new optional cyber insurance endorsements:

- Rule 29. Endorsements; and
- Rating Relativities And Factors Rule 29. Endorsements

In response to Insurance Bulletin 15-01, we are deleting reference to Missouri – Employment-related Practices Liability Endorsement BP 10 73 and Missouri – Condominiums, Co-ops, Associations – Directors And Officers Liability Endorsement BP 17 33 to reflect the withdrawal of these endorsements, along with the introduction of the corresponding multistate endorsements, in the related forms revision.

Refer to the attached explanatory material for complete details about the filing.

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### EFFECTIVE DATE

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies written on or after June 1, 2020.

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## COMPANY ACTION

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the Insurance Department.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the Insurance Department.

For guidance on submission requirements, consult the ISO State Filing Handbook.

WE WILL SUBMIT THIS REVISION TO THE INSURANCE DEPARTMENT ON MAY 12, 2020. IF STATE FILING REQUIREMENTS DICTATE THAT YOU MAKE A SUBMISSION WITH THE INSURANCE DEPARTMENT, DO NOT SUBMIT IT PRIOR TO THIS DATE.

In all correspondence with the Insurance Department on this revision, you should refer to ISO Filing Designation Number BP-2014-OISRU, not this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

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## RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

- Additional information will be required from the policyholder to complete a rating calculation.
- New, additional factors are being introduced.
- A new calculation is being introduced.

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## POLICYHOLDER NOTIFICATION

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies, to determine whether or not a specific policyholder notice requirement may apply. Please note that circular [LI-CL-2019-057](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

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## REVISION DISTRIBUTION

We will issue a Notice to Manualholders with an edition date of 6-20 (or the earliest possible subsequent date), along with any new and/or revised manual pages.

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## RELATED FORMS REVISION

We are announcing in a separate circular the implementation of a corresponding forms revision. Please refer to the Reference(s) block for identification of that circular.

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## RELATED LOSS COSTS REVISION

We are announcing in a separate circular the implementation of a corresponding loss costs revision. Please refer to the Reference(s) block for identification of that circular.

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## REFERENCE(S)

- [LI-BP-2019-187](#) (12/13/2019) Missouri Businessowners Optional Cyber Insurance Endorsements Multistate Loss Costs To Be Implemented
- [LI-BP-2019-185](#) (12/13/2019) Missouri Businessowners Forms Revision To Be Implemented
- [LI-CL-2019-057](#) (12/10/2019) Revised Lead Time Requirements Listing
- [LI-BP-2014-189](#) (08/29/2014) Businessowners Multistate Rules Revision To Accommodate New Optional Cyber Insurance Endorsements (Including State Supplements) To Be Implemented In Various Jurisdictions
- [LI-BP-2014-094](#) (07/03/2014) Businessowners Multistate Rules Revision To Accommodate New Optional Cyber Insurance Endorsements Filed; Implementation Pending

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## ATTACHMENT(S)

- Filing [BP-2014-OISRU](#)
- Status Report

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# Missouri Businessowners Manual Rules Revision

## About This Filing

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This filing is introducing Multistate Information Security Protection Rule (ISP) and revising Businessowners manual rules.

## Revised Rules

We are revising the following rules:

- Multistate Rule 29. Endorsements
- Multistate Rating Relativities And Factors Rule 29. Endorsements
- Missouri Exception To Rule 29. Endorsements

We have used a format of ~~striking-through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes.

## Related Filing(s)

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The following companion filings are being filed with a concurrent effective date:

- ◆ BP-2014-OISFR (Forms)
- ◆ BP-2014-RISLC (Loss Costs)

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# Multistate Information Security Protection Rule Introduced

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## Background

We are introducing Information Security Protection Endorsement BP 15 07, which addresses first-party and third-party cyber/data breach exposures of Businessowners insureds. We are also introducing optional endorsements that can be used with BP 15 07: Payment Card Industry (PCI) – Provide Coverage For Defense Expenses And Fines Or Penalties Endorsement BP 15 08 and Provide Coverage For Dishonest, Malicious Or Fraudulent Acts Committed By Employees Endorsement BP 15 10.

## Explanation of Changes

### Multistate Revision

We are introducing Paragraph E.1. Information Security Protection Endorsement under Rule 29. Endorsements to provide instruction on new Information Security Protection Endorsement BP 15 07 and optional endorsements BP 15 08 and BP 15 10. Noteworthy points in this rule include:

- ◆ The rule provides a basic description of the insuring agreements written under Information Security Protection Endorsement BP 15 07:
  - Insuring Agreement a. Replacement Or Restoration Of Electronic Data provides coverage for the costs to replace or restore electronic data.
  - Insuring Agreement b. Public Relations Expense provides coverage for fees and costs of a public relations firm to restore the insured's reputation in response to negative publicity resulting from an e-commerce incident or security breach.
  - Insuring Agreement c. Security Breach Expense provides coverage for expenses incurred by the insured as a result of a security breach.
  - Insuring Agreement d. Security Breach Liability applies to the insured's liability for security breaches and to claims against the insured in the form of regulatory proceedings.
  - Insuring Agreement e. Extortion Threats provides coverage for extortion expenses and ransom payments incurred by the insured resulting directly from an extortion threat. Extortion expenses include:
    - ◇ Fees and costs of a person or organization hired to determine the validity and severity of an extortion threat;

- ◇ Interest costs for a loan from a financial institution taken to pay a ransom demand;
- ◇ Reward money paid to an informant which leads to the arrest and conviction of parties responsible for loss; and
- ◇ Any other reasonable expenses incurred by the insured with the insurer's written consent.
- Insuring Agreement f. Business Income And Extra Expense provides coverage for the actual loss of business income and/or extra expense incurred by the insured, up to the limit of insurance, resulting directly from an e-commerce incident or extortion threat.
- Insuring Agreement g. Web Site Publishing Liability applies to the insured's liability arising out of claims for wrongful acts committed by an insured with respect to the content an insured posts on its web site.
- ◆ The insuring agreements are provided in three Coverage Tiers. Tier 1 automatically applies. Tier 2 can be applied only in addition to Tier 1 coverage. Tier 3 can only be applied in addition to Tier 1 and Tier 2 coverage.
  - Tier 1:
    - ◇ Insuring Agreement a. Replacement Or Restoration Of Electronic Data;
    - ◇ Insuring Agreement b. Public Relations Expense; and
    - ◇ Insuring Agreement c. Security Breach Expense
  - Tier 2:
    - ◇ Insuring Agreement d. Security Breach Liability
  - Tier 3:
    - ◇ Insuring Agreement e. Extortion Threats;
    - ◇ Insuring Agreement f. Business Income And Extra Expense; and
    - ◇ Insuring Agreement g. Web Site Publishing Liability
- ◆ The Information Security Protection Endorsement may be written with an aggregate limit of insurance of \$10,000, \$ 25,000, \$50,000, \$75,000 or \$100,000.
- ◆ A Retroactive Date can be entered in the Schedule for Insuring Agreements d. and g. Any wrongful act which occurred prior to the Retroactive Date is not covered. If "None" is entered in the Schedule of the endorsement, there is no Retroactive Date and coverage may be afforded for wrongful acts occurring prior to the inception date of the policy.



- ◆ Basic Extended Reporting Period
  - With respect to Insuring Agreements d. and g., if circumstances specified in the endorsement related to cancellation or nonrenewal of coverage are met, a Basic Extended Reporting Period of 30 days (BASIC) is automatically provided at no cost.
  - The BASIC does not apply to claims that are covered under subsequent insurance or claims that would be covered but for the exhaustion of the aggregate limit of insurance.
  - The limit of insurance available during the BASIC shall be the remaining amount, if any, of the Information Security Protection Aggregated Limit of Insurance available at the end of the policy period.
- ◆ Deductibles
  - A deductible applies to Insuring Agreements a., b., c., d., e. and g. The deductible will be shown in the Schedule and is available in amounts of \$500, \$1,000, \$2,500 or \$5,000.
  - Insuring Agreement f. is subject to the greater of the deductible amount shown in the Schedule or the amount of loss incurred during the waiting period shown in the Schedule from the beginning of the interruption. While the default waiting period is 24 hours, an option to reduce the waiting period to eight hours is also available and can be specified in the Schedule.
  - In the event a loss is covered under more than one Insuring Agreement, the applicable deductible amount will be applied only once per occurrence, wrongful act or interrelated wrongful acts.
- ◆ Premium Determination
  - Loss costs are shown based on the limit of insurance and deductible selected, and on the number of coverage tiers selected.
  - A rating factor is provided to determine the increased premium if an eight-hour waiting period is selected for business income and extra expense coverage-- as opposed to the 24 hour period.
  - Rating factors are provided to determine the decreased premium if the insured has contracted with a company to provide pre or post-security breach services, or both.
  - Rating factors are provided to determine the increased or decreased premium if various risk characteristics apply. The characteristics that reflect increased premium include:
    - ◇ Insured conducts online transactions

- ◇ Remote access to insured's computer system(s) is granted to authorized third parties (employees, customers and/or business partners)
- ◇ Insured has active social media profiles
- ◇ Insured collects data from customers or visitors to their website(s) that are required by law to be protected
- ◇ Insured collects and retains information on minors
- ◇ Insured utilizes medical records in daily business
- ◇ Insured utilizes background and/or credit checks in daily business and retains this information
- ◇ The insured belongs to a high hazard classification, which includes, in part: accounting services; collection agencies; lawyers; and medical offices or health maintenance organizations.

The characteristics that reflect decreased premium are:

- ◇ Insured does not have a website
- ◇ Insured employs encryption in customer communications
- ◆ Supplemental Extended Reporting Period
  - With respect to Insuring Agreements d. and g., if circumstances specified in the endorsement related to cancellation or nonrenewal are met, a Supplemental Extended Reporting Period of one year (SUPP) is available for an additional charge.
  - The Named Insured must request the SUPP in writing within 30 days after the end of the policy period or the effective date of cancellation, whichever comes first.
  - The premium for the SUPP may not exceed 1.00 times the annual premium for Endorsement BP 15 07.
  - The limit of insurance available during the SUPP shall be the remaining amount, if any, of the Information Security Protection Aggregated Limit of Insurance available at the end of the BASIC.
- ◆ Optional Payment Card Industry Coverage
  - Payment Card Industry (PCI) – Provide Coverage For Defense Expenses And Fines Or Penalties Endorsement BP 15 08 provides coverage for both loss (meaning fines or penalties assessed against the insured to the extent such fines or penalties are insurable by law) and defense expenses as a result of a claim in the form of an action taken by a card company for noncompliance with Payment Card Industry Data Security Standards in

response to a wrongful act covered under Insuring Agreement d. Security Breach Liability.

- A rating factor is provided to develop the additional premium for this endorsement.
- ◆ Optional Coverage For Dishonest, Malicious Or Fraudulent Acts Committed By Employees
  - Provide Coverage For Dishonest, Malicious Or Fraudulent Acts Committed By Employees Endorsement BP 15 10 replaces Exclusion r. in Endorsement BP 15 07 to provide an exception to allow coverage for loss arising from dishonest, malicious or fraudulent acts committed by an employee under Endorsement BP 15 07.
  - A rating factor is provided to develop the additional premium for this endorsement.

### **Missouri Exception**

In order to introduce the aforementioned multistate provisions, we are deleting the Missouri exception to Rule 29. which states that Paragraph E.1. does not apply.

## **Impact**

This is a new coverage option, which broadens coverage under a policy to which it is endorsed.

# **Deletion Of Missouri Exceptions In Favor Of Multistate Material**

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## **Background**

On January 12, 2015, the Missouri Department Of Insurance issued Insurance Bulletin 15-01, which, in part, withdrew Insurance Bulletin 98-04.

## **Explanation of Changes**

In response to Insurance Bulletin 15-01, we are deleting reference to Missouri – Employment-Related Practices Liability Endorsement BP 10 73 and Missouri – Condominiums, Co-ops, Associations – Directors And Officers Liability Endorsement BP 17 33 to reflect the withdrawal of these endorsements, along with the introduction of the corresponding multistate endorsements, in the related forms revision.

**Commercial Lines Manual  
Division Ten – Businessowners**

**Excerpt Of Multistate Businessowners Manual Rule 29.**

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**29. ENDORSEMENTS**

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**E. Other Endorsements**

**1. Information Security Protection Endorsement**

**a. Description Of Coverage**

**(1) Insuring Agreements**

Information Security Protection Endorsement **BP 15 07** contains seven insuring agreements. Insuring Agreements **a., b., c., e.** and **f.** provide first-party coverage. Insuring Agreements **d.** and **g.** provide third-party coverage written on a claims-made basis.

**(a) Insuring Agreement a. Replacement Or Restoration Of Electronic Data**

This insuring agreement provides coverage for costs incurred by the insured to replace or restore electronic data or computer programs as well as the cost of data entry, reprogramming and computer consultation services resulting directly from an e-commerce incident sustained during the policy period. E-commerce incident is defined to mean a virus, malicious code or denial of service attack introduced into or enacted upon the computer system (including electronic data) or a network to which it is connected, that is designed to damage, destroy, delete, corrupt or prevent the use of or access to any part of the computer system or otherwise disrupt its normal operation.

**(b) Insuring Agreement b. Public Relations Expense**

This insuring agreement provides coverage for fees and costs of a public relations firm and any other reasonable expenses incurred by the insured, with the insurer's written consent, to protect or restore its reputation in response to negative publicity resulting from an e-commerce incident, as that term is defined in the endorsement, or security breach. Security breach is defined to mean the acquisition of personal information held within the computer system or in non-electronic format while in the care, custody or control of the insured or authorized third party by a person:

(i) Who is not authorized to have access to such information; or

(ii) Who is authorized to have access to such information but whose access results in the unauthorized disclosure of such information.

**(c) Insuring Agreement c. Security Breach Expense**

This insuring agreement provides coverage for expenses incurred by the insured, including costs: to establish whether a security breach has occurred or is occurring; to investigate the cause, scope and extent of a security breach and to identify any affected parties; to determine any action necessary to correct or remediate the conditions that led to or resulted from a security breach, including, but not limited to, fees paid for legal and other professional advice on how to respond to the security breach; to notify all parties affected by a security breach, including, but not limited to, notice to be transmitted through media required by privacy regulations; overtime salaries paid to employees assigned to handle inquiries from parties affected by a security breach; fees and expenses of a company hired by the insured to operate a call center to handle inquiries from parties affected by a security breach; post-event monitoring for parties affected by a security breach for up to one year from the date of notification to those affected parties of such security breach; and any other reasonable expenses incurred by the insured with the insurer's written consent.

**(d) Insuring Agreement d. Security Breach Liability**

This insuring agreement provides coverage for both loss that the insured becomes legally obligated to pay and defense expenses as a result of a claim first made against the insured during the policy period or Extended Reporting Period for a wrongful act or series of interrelated wrongful acts taking place on or after the Retroactive Date. Wrongful act, as it pertains to this insuring agreement, is defined to mean any actual or alleged neglect, breach of duty or omission by an insured that results in a security breach, as that term is defined in the endorsement, or transmission of a computer virus to another person or organization.

Coverage may also be provided for both loss (meaning fines or penalties assessed against the insured to the extent such fines or penalties are insurable by law) and defense expenses in connection with a regulatory proceeding as a result of a wrongful act covered under the insuring agreement.

**(e) Insuring Agreement e. Extortion Threats**

This insuring agreement provides coverage for extortion expenses and ransom payments incurred by the insured resulting directly from an extortion threat. Extortion threat is defined to mean a threat or series of related threats to introduce a virus, malicious code or denial of service attack; disseminate, divulge or utilize the insured's proprietary information or weakness in the source code within the computer system; destroy, corrupt or prevent normal access to the computer system; inflict ransomware on the computer system or a network to which it is connected; or publish a client's personal information.

**(f) Insuring Agreement f. Business Income And Extra Expense**

This insuring agreement provides coverage for the actual loss of business income and/or extra expense incurred by the insured resulting directly from an e-commerce incident or extortion threat as those terms are defined in the endorsement.

**(g) Insuring Agreement g. Web Site Publishing Liability**

This insuring agreement provides coverage for both loss that the insured becomes legally obligated to pay and defense expenses as a result of a claim first made against the insured during the policy period or Extended Reporting Period for a wrongful act or series of interrelated wrongful acts taking place on or after the Retroactive Date. Wrongful act, as it pertains to this insuring agreement, is defined to mean any actual or alleged error, misstatement or misleading statement posted or published by an insured on its web site that results in an infringement of another's copyright, trademark, trade name, trade dress, title, slogan, service name or service mark. Wrongful act, in this endorsement, is not defined to include infringing upon another's copyright, trade dress or slogan in the insured's advertisement (coverage for infringing upon another's copyright, trade dress or slogan in the insured's advertisement is addressed in the base policy coverage form).

**(2) Coverage Tiers**

The seven insuring agreements are provided in three Coverage Tiers. Coverage Tier 1 is automatically provided when the endorsement is attached to the policy. Coverage Tiers 2 and 3 are activated by Schedule entry. Tier 2 must be selected if Tier 3 is selected.

**(a) Tier 1: Insuring Agreement a. Replacement Or Restoration Of Electronic Data; Insuring Agreement b. Public Relations Expense; and Insuring Agreement c. Security Breach Expense.**

**(b) Tier 2: Insuring Agreement d. Security Breach Liability.**

**(c) Tier 3: Insuring Agreement e. Extortion Threats; Insuring Agreement f. Business Income And Extra Expense; and Insuring Agreement g. Web Site Publishing Liability.**

**b. Endorsement**

Use Endorsement BP 15 07.

**c. Retroactive Date**

The Retroactive Date applies only to Insuring Agreements d. and g.

**(1) The Retroactive Date is a specific date entered in the Schedule of the endorsement. Any wrongful act which occurred prior to the Retroactive Date is not covered, even if a claim for such wrongful act is first made during the policy period, the Basic Extended Reporting Period, or the Supplemental Extended Reporting Period (if purchased).**

**(2) If "None" is entered in the Schedule of the endorsement, there is no Retroactive Date. In such case, coverage may be afforded for wrongful acts occurring prior to the inception date of the policy.**

**d. Basic Extended Reporting Period**

The Basic Extended Reporting Period applies only to Insuring Agreements d. and g.

**(1) If the circumstances related to cancellation or nonrenewal of coverage specified in the Extended Reporting Periods Condition of the endorsement are met, a Basic Extended Reporting Period is automatically provided at no additional charge. This period starts with the end of the policy period and lasts for 30 days.**

**(2) The Basic Extended Reporting period does not apply to claims that are covered under subsequent insurance purchased, or to claims that would be covered but for the exhaustion of the aggregate limit of insurance applicable to such claims.**

**(3) There is no separate or additional Aggregate Limit of Insurance for the Basic Extended Reporting Period. The limit of insurance available during the Basic Extended Reporting Period shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the policy period.**

**e. Limits Of Insurance**

The Information Security Protection Endorsement may be written with an aggregate limit of insurance of \$10,000, \$25,000, \$50,000, \$75,000 or \$100,000.

**f. Deductible**

- (1) A deductible applies to Insuring Agreements **a., b., c., d., e. and g.** The deductible will be shown in the Schedule and is available in amounts of \$500, \$1,000, \$2,500 or \$5,000.
- (2) Insuring Agreement **f.** is subject to the greater of the deductible amount shown in the Schedule or the amount of loss incurred during the waiting period shown in the Schedule from the beginning of the interruption. While the default period is 24 hours, an option to reduce the waiting period to eight hours is also available and can be selected in the Schedule.
- (3) In the event a loss is covered under more than one Insuring Agreement, the applicable deductible amount will be applied only once per occurrence, wrongful act or interrelated wrongful acts.

**g. Premium Determination**

- (1) For Tier 1 coverages, based on the limit of insurance and deductible selected, refer to multistate rates Table **29.E.1.g.(1)(LC)** to determine the additional premium.
- (2) For Tier 1 and Tier 2 coverages, based on the limit of insurance and deductible selected, refer to multistate rates Table **29.E.1.g.(2)(LC)** to determine the additional premium.
- (3) For Tier 1, Tier 2 and Tier 3 coverages, based on the limit of insurance and deductible selected, refer to multistate rates Table **29.E.1.g.(3)(LC)** to determine the additional premium.
- (4) If an eight-hour waiting period is selected for business income and extra expense coverage, multiply the additional premium determined in Paragraph (3) by the factor shown in Table **29.E.1.g.(4)(RF)**.
- (5) Contracted Security Breach Services:
  - (a) If you or the insured has contracted with a company to provide pre-security breach services (i.e., services designed to prepare for, or reduce the likelihood of, a security breach), such as those offered by IDT911 (a/k/a IDentity Theft 911), with respect to the coverages provided by this endorsement, multiply the applicable additional premium determined in Paragraphs (1) through (4) by the factor shown in Table **29.E.1.g.(5)(a)(RF)**.
  - (b) If you or the insured has contracted with a company to provide post-security breach services (i.e., services designed to appropriately respond to, and lessen the impact of, a security breach) such as those offered by IDT911 (a/k/a IDentity Theft 911), with respect to the coverages provided by this endorsement, multiply the applicable additional premium determined in Paragraphs (1) through (4) by the factor shown in Table **29.E.1.g.(5)(b)(RF)**.
  - (c) If you or the insured has contracted with a company to provide pre- and post-security breach services, such as those offered by IDT911 (a/k/a IDentity Theft 911), with respect to the coverages provided by this endorsement, multiply the applicable additional premium determined in Paragraphs (1) through (4) by the factor shown in Table **29.E.1.g.(5)(c)(RF)**.
- (6) For all applicable Risk Characteristics, add together the corresponding factors shown in Table **29.E.1.g.(6)(RF)**, and add 1.00 to the sum. Multiply the result by the additional premium determined in Paragraphs (1) through (5).

**h. Supplemental Extended Reporting Period**

The Supplemental Extended Reporting Period applies only to Insuring Agreements **d.** and **g.**

- (1) If the circumstances related to cancellation or nonrenewal of coverage specified in the Extended Reporting Periods Condition of the endorsement are met, an optional Supplemental Extended Reporting Period is available, but only for an additional charge. The Named Insured must request the Supplemental Extended Reporting Period in writing within 30 days after the end of the policy period or the effective date of cancellation, whichever comes first. The Supplemental Extended Reporting Period will begin after the 30-day Basic Extended Reporting Period expires and will last for one year.
- (2) Refer to company for rating. However, the premium charged for the Supplemental Extended Reporting Period may not exceed 1.00 times the annual premium for Endorsement **BP 15 07**.
- (3) There is no separate or additional Aggregate Limit of Insurance for the Supplemental Extended Reporting Period. The limit of insurance available during the Supplemental Extended Reporting Period shall be the remaining amount, if any, of the Information Security Protection Aggregate Limit of Insurance available at the end of the Basic Extended Reporting Period.

**i. Payment Card Industry Coverage**

**(1) Description Of Coverage**

This endorsement provides coverage for both loss (meaning fines or penalties assessed against the insured to the extent such fines or penalties are insurable by law) and defense expenses as a result of a claim in the form of an action taken by a card company for noncompliance with Payment Card Industry Data Security Standards first made against the insured during the policy period or during the Extended Reporting Period in response to a wrongful act or series of interrelated wrongful acts covered under Insuring Agreement d. Security Breach Liability.

**(2) Endorsement**

Use Payment Card Industry (PCI) – Provide Coverage For Defense Expenses And Fines Or Penalties Endorsement **BP 15 08**.

**(3) Premium Determination**

Develop the additional premium by multiplying the premium determined in Paragraph **g.(2)** through **g.(6)** by the factor shown in Table **29.E.1.i.(3)(RF)**.

**j. Provide Coverage For Dishonest, Malicious Or Fraudulent Acts Committed By Employees**

**(1) Description Of Coverage**

This endorsement replaces Exclusion **r.** in Endorsement **BP 15 07** to provide an exception for dishonest, malicious or fraudulent acts committed by an employee which give rise to a claim or loss covered under Endorsement **BP 15 07**.

**(2) Endorsement**

Use Provide Coverage For Dishonest, Malicious Or Fraudulent Acts Committed By Employees Endorsement **BP 15 10**.

**(3) Premium Determination**

Develop the additional premium by multiplying the premium determined in Paragraph **g.** by the factor shown in Table **29.E.1.j.(3)(RF)**.

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**Excerpt Of Businessowners Multistate Manual Rating Relativities And Factors Rule 29.**

**29. ENDORSEMENTS**

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<b><u>Factor</u></b>
<u>1.01</u>

**Table 29.E.1.g.(4)(RF) Eight-hour Waiting Period Factor**

<b><u>Factor</u></b>
<u>0.90</u>

**Table 29.E.1.g.(5)(a)(RF) Pre-security Breach Services Contract Factor**

<b><u>Factor</u></b>
<u>0.90</u>

**Table 29.E.1.g.(5)(b)(RF) Post-security Breach Services Contract Factor**

<b><u>Factor</u></b>
<u>0.85</u>

**Table 29.E.1.g.(5)(c)(RF) Pre- And Post-security Breach Services Contract Factor**



<b><u>Risk Characteristics</u></b>	
<u>Insured conducts online transactions</u>	<u>0.02</u>
<u>Remote access to insured's computer system(s) is granted to authorized third parties (employees, customers and/or business partners)</u>	<u>0.02</u>
<u>Insured does not have a website</u>	<u>-0.05</u>
<u>Insured has active social media profiles</u>	<u>0.02</u>
<u>Insured collects data from customers or visitors to their website(s) that is required by law to be protected</u>	<u>0.02</u>
<u>Insured collects and retains information on minors</u>	<u>0.02</u>
<u>Insured utilizes medical records in daily business</u>	<u>0.05</u>
<u>Insured utilizes background and/or credit checks in daily business and retains this information</u>	<u>0.05</u>
<u>Insured employs encryption in customer communications</u>	<u>-0.10</u>
<u>High Hazard Classifications, including:</u> <ul style="list-style-type: none"> <li>● <u>Accounting Services</u></li> <li>● <u>Collection Agencies</u></li> <li>● <u>Credit Reporting Agencies</u></li> <li>● <u>Detective or Investigative Agencies</u></li> <li>● <u>Employment Agencies</u></li> <li>● <u>Financial Planners</u></li> <li>● <u>Insurance Agents</u></li> <li>● <u>Lawyers</u></li> <li>● <u>Mailing or Addressing Companies</u></li> <li>● <u>Medical Offices/Health Maintenance Organizations</u></li> <li>● <u>Payroll Accounting Services</u></li> </ul>	<u>0.10</u>

**Table 29.E.1.g.(6)(RF) Risk Characteristics Factors**

<b><u>Factor</u></b>
<u>0.07</u>

**Table 29.E.1.i.(3)(RF) Payment Card Industry Coverage Factor**

<b><u>Factor</u></b>
<u>0.02</u>

**Table 29.E.1.j.(3)(RF) Dishonest, Malicious Or Fraudulent Acts Committed By Employees Coverage Factor**

## Missouri Exception To Multistate Businessowners Manual Rule 29.

### 29. ENDORSEMENTS

Paragraph **A.36.** is replaced by the following:

#### **A. Property Endorsements**

##### **36. Limitations On Coverage For Roof Surfacing**

###### **a. Description Of Coverage**

Missouri Limitations On Coverage For Roof Surfacing Endorsement **BP 14 98** may be used to:

- (1) Limit coverage on roof surfacing to actual cash value (ACV) when the building is covered at replacement cost and/or:
- (2) Exclude cosmetic damage to roof surfacing, caused by wind or hail.

These options do not change the underlying limit of insurance. For example, with respect to Paragraph **a.(1)**, the limit of insurance continues to be based on the replacement cost of the entire building, including the roof and roof surface.

###### **b. Endorsement**

Use Endorsement **BP 14 98**.

###### **c. Rules**

- (1) In the Schedule of Endorsement **BP 14 98** identify the building(s) to which the endorsement is to apply and indicate applicability of the ACV and/or cosmetic exclusion. Both may be written to apply to the same building.
- (2) Endorsement **BP 14 98** must be signed and dated by the policyholder.

###### **d. Premium Determination**

- (1) If the ACV provision applies, determine the reduced premium by multiplying the Building premium determined in Rule **23.C.6.a.(3)(a)** by the applicable factor shown in Table **29.A.36.d.(1)(RF)**.
- (2) If the cosmetic exclusion applies, determine the reduced premium by multiplying the Building premium determined in Rule **23.C.6.a.(3)(a)** by the applicable factor shown in Table **29.A.36.d.(2)(RF)**.
- (3) If both the ACV provision and cosmetic exclusion apply, determine the reduced premium by multiplying the Building premium determined in Rule **23.C.6.a.(3)(a)** by the applicable factor shown in Table **29.A.36.d.(3)(RF)**.

Paragraph **B.4.** does not apply.

Paragraph **B.7.b.(1)** is replaced by the following:

— **B. Liability Endorsements**

— **7. Employment-related Practices Liability**

— **b. Employment-related Practices Liability Coverage Endorsement**

— **(1) Endorsement**

~~Missouri — Employment-related Practices Liability Endorsement BP 10 73 provides coverage for liability arising out of claims for a wrongful act committed against an employee because of an employment-related offense, as well as a duty to defend. The Schedule of the endorsement provides an entry for:~~

- ~~(a) A Limit of Insurance for damages and defense expenses;~~
- ~~(b) A deductible amount. When deductible insurance is selected by the insured, the company's obligation to pay damages and defense expenses on behalf of the insured applies only to the amount of damages and defense expenses in excess of any deductible amount stated as applicable to such coverages. The deductible may be applied to the sum of both damages and defense expenses.~~
- ~~(c) A Pending Or Prior Litigation Date.~~
- ~~(d) An option to select malicious prosecution as a covered wrongful act.~~
- ~~(e) A retroactive date. If "none" is entered in the Schedule of the endorsement, there is no retroactive date. If there is no retroactive date, coverage may be afforded for wrongful acts occurring prior to the inception date of the policy.~~

Paragraph **B.12.b.** is replaced by the following:

**B. Liability Endorsements**

**12. Limitation Of Coverage To Designated Premises, Project Or Operation**

**b. Endorsement**

Use Missouri – Limitation Of Coverage To Designated Premises, Project Or Operation Endorsement BP 06 15.

If Endorsement **BP 06 15** is attached to the policy, Missouri Changes Endorsement **BP 01 24** is mandatory in Missouri. Refer to Rule **16.B.9.** for additional information.

Paragraph **B.13.b.(4)** is replaced by the following:

**13. Liquor Liability Coverage**

**b. Liquor Liability Grades**

- (4) The Liquor Liability Numerical Grade is 0 for the off-premises exposure and 4 for the on-premises exposure.

Citation of Statute: MO. REV. STAT. ~~Section §~~ 537.053

Comments:

The statute provides, in part, that a person who suffers personal injury may bring a cause of action against a vendor licensed to sell liquor for consumption on the premises when it is proven that the vendor knew or should have known that liquor was sold to a person under 21 or to an obviously intoxicated person, if the sale is the proximate cause of the personal injury.

With respect to off-premises consumption, the statute states that Missouri follows the common law rule that consumption, rather than furnishing, of alcoholic beverages is the proximate cause of injuries inflicted by intoxicated persons.

Paragraph **B.18.a.(2)** is replaced by the following:

**18. Pollution Exclusion Endorsements**

**a. Pollution Exclusion – Limited Exception For Short-term Pollution Event**

**(2) Endorsement**

Use Missouri Pollution Exclusion – Limited Exception For A Short-term Pollution Event Endorsement **BP 06 89**.

Paragraph **D.3.e.(2)** does not apply.

Paragraph **D.5.** is replaced by the following:

~~— D. Endorsements Applicable To Specific Classes~~

~~— **5. Missouri – Condominiums, Co-ops, Associations – Directors And Officers Liability Endorsement**~~

~~— **a. Description Of Coverage**~~

~~This endorsement provides Directors And Officers (D&O) Liability Coverage for eligible condominiums, co-ops and community associations. There are three Insuring Agreements in the endorsement:~~

- ~~(1) Management Liability provides coverage for loss on behalf of an insured person, except to the extent that the association has indemnified the insured person. Losses are the result of claims arising out of wrongful acts committed by the insured person. Under Management Liability, liability coverage is extended to include claims against the spouse of the insured person and estates, heirs and legal representatives of the insured, respectively.~~

- ~~(2) Association Reimbursement provides coverage for payment on behalf of the association for loss for which the association has indemnified the insured person (as permitted by law).~~

- ~~(3) Association Liability provides coverage for payment on behalf of the association for loss which the association is legally obligated as a result of a claim.~~

~~— **b. Endorsement**~~

~~Use Missouri – Condominiums, Co-ops, Associations – Directors And Officers Liability Endorsement BP 17 33.~~

~~Endorsement **BP 17 33** provides coverage for liability arising out of wrongful acts committed by an insured, as defined. The Schedule of the endorsement provides an entry for:~~

- ~~(1) The name of the insured association;~~

- ~~(2) A Limit of Insurance for damages and defense expenses;~~

~~(3) A deductible amount. The company's obligation to pay damages and defense expenses on behalf of the insured applies only to the amount of damages and defense expenses in excess of any deductible amount stated as applicable to such coverages. A single deductible applies to the coverages provided under the three Insuring Agreements;~~

~~(4) The date of pending or prior litigation;~~

~~(5) A retroactive date. If "none" is entered in the Schedule of the endorsement, there is no retroactive date. If there is no retroactive date, coverage may be afforded for wrongful acts committed before the inception date of the policy; and~~

~~(6) An extended reporting period, as described in Paragraph f.~~

~~c. Limits Of Insurance~~

~~A base annual aggregate limit of insurance of \$10,000 applies. This limit may be increased. Optional higher limits of \$25,000, \$50,000, \$75,000 and \$100,000 are available. For the applicable increased limits factors, refer to Table 29.D.5.e.(RF).~~

~~d. Claims Expenses~~

~~(1) The amount of "claims expenses" the company will pay in any "loss" shall not exceed forty percent (40%) of the aggregate Limit of Insurance shown in the Schedule of the endorsement. The company shall assume applicable "claims expenses" in excess of such offset percentage.~~

~~(2) The company's internal expenses do not include the salaries, wages or benefits of any of their officers or employees.~~

~~e. Deductible~~

~~A base deductible of \$500 applies. This deductible may be increased. Optional deductibles of \$1,000, \$2,500, \$5,000, \$10,000 and \$25,000 are available. For the applicable deductible credit factors, refer to Table 29.D.5.d.(RF). Subtract the factor selected in Table 29.D.5.d.(RF) from the applicable increased limits factor selected in Paragraph c. The result from this step will be used to replace the increased limit factor selected in Paragraph c.~~

~~f. Extended Reporting Period~~

~~An Extended Reporting Period option can be selected by marking a checkbox in the Schedule of the endorsement. This option provides for a three-year Extended Reporting Period only for coverages available in the Missouri – Condominiums, Co-ops, Associations – Directors And Officers Liability Endorsement. The claim must be for a loss, as defined in the endorsement, because of a wrongful act committed by an insured person which occurs:~~

~~(1) On or after the Retroactive Date; and~~

~~(2) Before the end of the policy period.~~

~~The Named Insured must request this coverage within 30 days after the end of the policy period or the effective date of cancellation, whichever comes first.~~

~~g. Premium Determination~~

~~Refer to company for rating. However, the premium charged for the Extended Reporting Period may not exceed 1.00 times the annual premium for the Missouri – Condominiums, Co-ops, Associations – Directors And Officers Liability Endorsement.~~

~~h. Aggregate Limit~~

~~There is no separate or additional limit of insurance for the Extended Reporting Period. The limit of insurance available during the Extended Reporting Period is the remaining amount of the aggregate limit of insurance available at the time the policy was cancelled or non-renewed if any.~~

Paragraph E.1. does not apply.

**Businessowners Multistate Optional Cyber Insurance Endorsements  
Forms, Rules And Loss Costs Revisions  
BP-2014-OISFR, BP-2014-OISRU And BP-2014-RISLC**

STATE	EFFECTIVE OR DISTRIBUTION DATE	IMPLEMENTATION CIRCULARS		
		FORMS	RULES	LOSS COSTS
ALABAMA	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
ALASKA**	MARCH 1, 2015	<a href="#">LI-BP-2014-240</a>	<a href="#">LI-BP-2014-241</a>	<a href="#">LI-BP-2014-242</a>
ARIZONA	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
ARKANSAS#				
CALIFORNIA*+	MARCH 1, 2015	<a href="#">LI-BP-2014-199</a>	<a href="#">LI-BP-2014-200</a>	<a href="#">LI-BP-2014-201</a>
COLORADO*+	MARCH 1, 2015	<a href="#">LI-BP-2014-199</a>	<a href="#">LI-BP-2014-200</a>	<a href="#">LI-BP-2014-201</a>
CONNECTICUT**				
DELAWARE	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
DIST. OF COLUMBIA	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
FLORIDA#				
GEORGIA	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
GUAM*+	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	NA	NA
HAWAII**				
IDAHO♦	MARCH 1, 2016	<a href="#">LI-BP-2015-141</a>	<a href="#">LI-BP-2015-142</a>	<a href="#">LI-BP-2015-143</a>
IDAHO***	MARCH 1, 2016		<a href="#">LI-BP-2015-142</a>	
ILLINOIS**+	MAY 1, 2015	<a href="#">LI-BP-2014-258</a>	<a href="#">LI-BP-2014-259</a>	<a href="#">LI-BP-2014-260</a>
INDIANA	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
IOWA	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
KANSAS*+	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
KENTUCKY	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
LOUISIANA#				
MAINE*+	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
MARYLAND	NOVEMBER 1, 2016	<a href="#">LI-BP-2016-086</a>	<a href="#">LI-BP-2016-087</a>	<a href="#">LI-BP-2016-088</a>
MASSACHUSETTS*+	APRIL 1, 2015	<a href="#">LI-BP-2014-249</a>	<a href="#">LI-BP-2014-250</a>	<a href="#">LI-BP-2014-251</a>
MICHIGAN	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
MINNESOTA*+	MARCH 1, 2015	<a href="#">LI-BP-2014-199</a>	<a href="#">LI-BP-2014-202</a>	<a href="#">LI-BP-2014-201</a>
MISSISSIPPI**	AUGUST 1, 2015	<a href="#">LI-BP-2016-067</a>	<a href="#">LI-BP-2016-068</a>	<a href="#">LI-BP-2016-069</a>
MISSOURI	JUNE 1, 2020	<a href="#">LI-BP-2019-185</a>	<a href="#">LI-BP-2019-186</a>	<a href="#">LI-BP-2019-187</a>
MONTANA#				
NEBRASKA*+	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
NEVADA	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
NEW HAMPSHIRE**	APRIL 1, 2015	<a href="#">LI-BP-2014-254</a>	<a href="#">LI-BP-2014-255</a>	<a href="#">LI-BP-2014-256</a>
NEW JERSEY**+	MARCH 1, 2015	<a href="#">LI-BP-2014-243</a>	<a href="#">LI-BP-2014-244</a>	<a href="#">LI-BP-2014-245</a>
NEW MEXICO*	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
NEW YORK#				
NORTH CAROLINA**	MARCH 1, 2015	<a href="#">LI-BP-2014-246</a>	<a href="#">LI-BP-2014-247</a>	<a href="#">LI-BP-2014-248</a>
NORTH DAKOTA	SEPTEMBER 1, 2015	<a href="#">LI-BP-2015-076</a>	<a href="#">LI-BP-2015-077</a>	<a href="#">LI-BP-2015-078</a>
OHIO*+	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
OKLAHOMA*+	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
OREGON*	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
PENNSYLVANIA**+	MARCH 1, 2015	<a href="#">LI-BP-2014-210</a>	<a href="#">LI-BP-2014-211</a>	<a href="#">LI-BP-2014-212</a>
PUERTO RICO**	MARCH 1, 2015	<a href="#">LI-BP-2014-206</a>	<a href="#">LI-BP-2014-207</a>	<a href="#">LI-BP-2014-208</a>
RHODE ISLAND♦♦	JANUARY 8, 2018	<a href="#">LI-BP-2018-003</a>	<a href="#">LI-BP-2018-001</a>	<a href="#">LI-BP-2018-002</a>
SOUTH CAROLINA*+	MARCH 1, 2015	<a href="#">LI-BP-2014-199</a>	<a href="#">LI-BP-2014-200</a>	<a href="#">LI-BP-2014-201</a>
SOUTH DAKOTA#				
TENNESSEE	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
TEXAS	JUNE 1, 2019	<a href="#">LI-BP-2019-015</a>	<a href="#">LI-BP-2019-015</a>	<a href="#">LI-BP-2019-015</a>
U.S. VIRGIN ISLANDS	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	NA	NA
UTAH*+	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
VERMONT#				
VIRGINIA	MARCH 1, 2015	<a href="#">LI-BP-2014-199</a>	<a href="#">LI-BP-2014-200</a>	<a href="#">LI-BP-2014-201</a>
WASHINGTON**+	MAY 1, 2015	WSRB CIRC. BP-2014-05	WSRB CIRC. BP-2014-05	WSRB CIRC. BP-2014-05
WEST VIRGINIA*	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>
WISCONSIN	JUNE 1, 2015	<a href="#">LI-BP-2015-007</a>	<a href="#">LI-BP-2015-008</a>	<a href="#">LI-BP-2015-009</a>
WYOMING*	MARCH 1, 2015	<a href="#">LI-BP-2014-188</a>	<a href="#">LI-BP-2014-189</a>	<a href="#">LI-BP-2014-190</a>

\* Indicates supplement has been submitted.

\*\* State-specific filings BP-2014-OIFR1, BP-2014-OIRU1 and BP-2014-RILC1.

♦ Submitted under BP-2015-OIFR1, BP-2015-OIRU1 and BP-2015-RILC1.

+ BP 15 09 is available, in lieu of BP 15 08, as this jurisdiction does not permit coverage for fines and penalties.

# Will not be filed.

♦♦ Submitted under BP-2017-OFR1, BP-2017-RRU1 and BP-2017-RLC1.