URB INSIDER

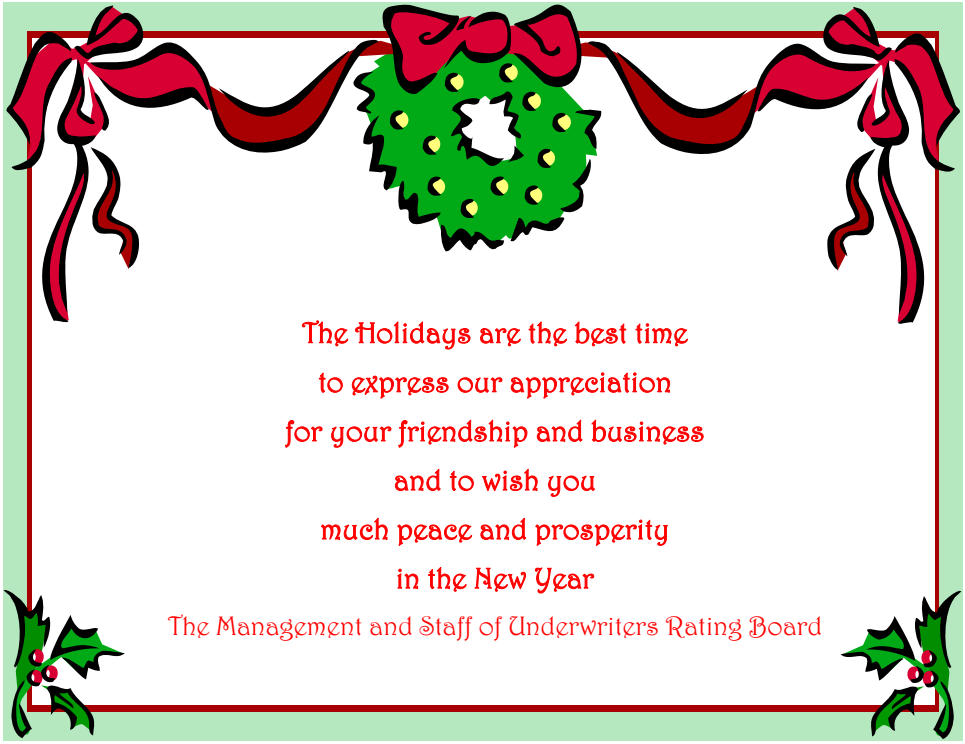
A Quarterly Publication of Underwriters Rating Board

December, 2006

Volume 5, Issue 4

In this Issue:

Editor's Note: The material contained in this publication is provided as information only, and is not intended to be construed or relied upon as legal advice in any manner. Always consult an attorney with the particular facts of a case before taking any action. The material in this publication was not necessarily prepared by an attorney admitted to practice in the jurisdiction of the materials in the publication.



New Superintendent Named

Governor Elect Eliot Spitzer has made several appointments for personnel to serve in his administration. One appointment of note to insurers is the new Superintendent of Insurance. He is Eric Dinallo, an attorney from Manhattan. Dinallo is General Counsel to Willis Holdings Group since March, 2006. From 2003 until 2006, he worked at Morgan Stanley, as head of Regulatory Affairs. From 1999 until 2003, he headed the Investment Protection Bureau at the Attorney General's office. From 1995 to 1999, he served in the office of the New York County District Attorney.

Following law school, Dinallo clerked for the Honorable David M. Ebel of the U.S. District Court of Appeals for the 10th Circuit.

Dinallo is a graduate of Vassar College and he holds a Master's Degree from Duke University of Public Policy and he received a law degree from New York University School of Law in 1990.

Dinallo has worked previously with the Governor-elect as a champion of the investigations by the Attorney General into the nation's top financial services businesses and with the reforms to which those businesses have agreed. Dinallo has an extensive background in regulatory compliance. His appointment is effective on January 1, 2007 and he will serve at the pleasure of Mr. Spitzer. ◆

Information on Regulation 90 Amendment

Recently, the New York State Insurance Department amended Regulation 90 (11 NYCRR 218) which is entitled Prohibition Against Geographical Redlining and Discriminating in Certain Property/casualty policies. These changes should be of interest to insurers.

In the Department's Regulatory Impact Statement published in September, much information can be obtained that provides insight into the Regulation. Regarding the statutory authority for the regulation, the Department said "Sections 201, 301, 308, 3429, 3429-a, 3430, 3433, and Article 34 of the Insurance Law. Sections 201 and 301 authorize the Superintendent to prescribe regulations interpreting the Insurance Law as well as effectuating any power granted to the Superintendent under the Insurance Law and to prescribe forms or otherwise make regulations. Section 308 requires licensees to respond in writing to written inquiries or requests for reports, statements or data made by the Superintendent. Sections 3429-a requires the Superintendent to prescribe regulations establishing procedures regarding notification of insureds regarding specific reasons for cancellation, nonrenewal and refusal to issue a homeowners policy, or a policy including fire or fire and extended coverage due to the risk residing in an area serviced by a volunteer fire department. Section 3430 provides that an insured so aggrieved may file a complaint with the Superintendent and provides enforcement provisions. Article 34 governs property and casualty insurance contracts generally".

With regard to legislative objectives, the Department said the following: "The Legislature, in enacting Chapter 259 of the Laws of 2005, wanted to prohibit insurance companies from canceling, refusing to issue or renew, a homeowners insurance policy including fire insurance or fire and extended coverage insurance based solely on the insured residing in an area that is serviced by a volunteer fire department unless the action is based on sound underwriting and actuarial principles. The Superintendent was directed to establish procedures with respect to the notification to insureds of the insurers specific reason or reasons for refusal to issue or renew or for cancelling such policy."

Regarding needs and benefits, the Department stated the following: The rule is needed to clarify and implement the statute related to the prohibition on insurance companies against cancelling or refusing to issue or renew, a homeowners insurance policy or a policy including fire insurance or fire and extended coverage insurance based solely on the insured residing in an area that is serviced by a volunteer fire department unless the action is based on sound underwriting and actuarial principles.

The current rule already requires, for the insurance coverages stated in the rule, all notices of refusal to issue, cancel (except where cancellation is for nonpayment of premium) or nonrenew a policy to include specific language. The revision to the rule will make this requirement applicable when insurance companies cancel or refuse to issue or renew, a homeowners insurance policy or a policy including fire insurance or fire and extended coverage insurance based solely on the insured residing in an area that is serviced by a volunteer fire department. The required language advises the applicant/insured to contact the insurance company with any questions regarding the termination and informs the applicant/insured that redlining based upon geographic location of the risk is prohibited and that the applicant/insured can file a complaint with the Department. The rule also specifies that agents and/or brokers may also file complaints regarding geographical redlining with the Department. The rule also updates the regulation by removing dates that are no longer applicable. The rule is necessary to ensure that applicants for insurance and insureds are aware that geographic redlining based on the applicant or insured residing in an area serviced by a volunteer fire department is prohibited and the actions the applicant or insured may take if he or she believes the insurance company violated the law.

Regarding the costs, the Department said, "This rule imposes no compliance costs on state or local governments. There will be no additional costs incurred by the Insurance Department. The rule requires specific language to be included in the cancellation, refusing to issue or renew notices for a homeowners insurance, fire insurance or fire and extended coverage insurance when it is due solely to the applicant/insured residing in an area that is serviced by a volunteer fire department and on notices of termination of agents and brokers contracts or accounts due to the aforementioned reason. There will be costs associated with the insurance companies adding the required language onto the homeowners notices when an insurance company refused to issue, refused to renew or cancelled insurance coverage because a person lives in an area serviced by a volunteer fire department. However, these costs should be minimal as the insurance company is already issuing the cancellation, refusal to issue or renewal notices and the rule only requires that the insurance company or agent and broker add additional language. Moreover, the notice is required by the statute and this rule merely implements the statutory requirement."

The Department further stated, "It is expected that insurance companies will be able to comply with the amendment to the regulation as soon as it is promulgated."

The regulation recently became a final adoption and is published on the New York State Insurance Department website at www.ins.state.ny.us.◆

CASE BRIEFS

Prior Written Notice

Appeal from an order of the Supreme Court entered April 24, 2006 in Albany County, which denied defendant's motion for summary judgment dismissing the complaint. Plaintiff Ellen Massey and her husband, derivatively, commenced this action against defendant seeking compensation for personal injuries allegedly sustained when plaintiff tripped and fell on an uneven slab of sidewalk in front of Cohoes City Hall. Defendant moved for summary judgment dismissing the complaint upon the ground that it had not received adequate prior written notice of the alleged defect. Supreme Court denied the motion finding that a written report filed with defendant from another trip and fall that occurred in front of City Hall less than three months before was sufficient to raise a factual issue as to whether defendant received adequate written notice of the condition. Defendant appeals.

We affirm. To satisfy a prior written notice statute, the notice relied upon by a plaintiff must not be too remote in time or location (*see Busone v City of Troy*, 225 AD2d 967, 968 [1996]; *see also Dalton v City of Saratoga Springs*, 12 AD3d 899, 901 [2004]; *Marotta v Massry*, 279 AD2d 877, 878-879 [2001]). A recent prior written notice that does not provide an exact location, but which nevertheless reasonably identifies the area of the purported defect, may give rise to a question of fact for the jury as to the sufficiency of the notice (*see Svartz v Town of Fallsburg*, 241 AD2d 799, 801 [1997]; *Harrington v City of Plattsburgh*, 216 AD2d 724, 724, n [1995]; *Pier v Pavement Resource Mgrs.*, 144 AD2d 803, 804 [1988]; *Brooks v. Binghamton*, 55 AD2d 482, 484 [1977]). Massey v City of Cohoes 2006 NY Slip Op 09347.◆

No Breach of Contract or Equitable Estoppel

Appeal from an order of the Supreme Court entered July 29, 2005 in Ulster County, which granted defendants' motion to dismiss the complaint. After their home was damaged in a 2004 fire, plaintiffs submitted a claim to defendant Sterling Insurance Company (hereinafter defendant), which had issued them a homeowners' insurance policy. Defendant engaged another defendant Richard F. Winne to act as an independent insurance adjuster. Defendant retained $5,516, or approximately 20% of the full cost, until repairs were complete. When plaintiffs submitted a supplemental claim for the retained moneys, they failed to provide defendant with requested receipts or other proof of the actual repair or replacement cost. Citing the absence of documentation, defendant denied the claim. Plaintiffs then commenced this action against defendant and Winne, alleging breach of contract and equitable estoppel. Supreme Court granted defendants' motion to dismiss the complaint and plaintiffs now appeal. We affirm. "[O]n a motion to dismiss for failure to state a claim, the court 'must afford the complaint a liberal construction, accept as true the allegations contained therein, accord the plaintiff the benefit of every favorable inference and determine only whether the facts alleged fit within any cognizable legal theory'" (*Skibinsky v State Farm Fire & Cas. Co.*, 6 AD3d 975, 976 [2004], quoting *1455 Washington Ave. Assoc. v Rose & Kiernan*, 260 AD2d 770, 771 [1999]). In connection with their breach of contract claim herein, plaintiffs assert that the policy was ambiguous because the "Replacement Cost Provision" of the policy provided that defendant would "pay the full cost of repair or replacement of the damaged part *without deduction for depreciation*" (emphasis added) but the "Statement as to Full Cost" provided by defendant after the fire labeled the amount withheld as both "applicable depreciation" and a "supplemental claim." Defendant did not refuse to pay the supplemental claim on the ground that the withheld funds represented depreciation. Rather, defendant initially reimbursed plaintiffs for the actual cash value of the damage which plaintiffs accepted as 80% of the estimated cost of repair provided by Winne and refused to pay the supplemental claim because plaintiff failed to provide documentation regarding the actual cost of the repair. In that regard, the Replacement Cost Provision states that defendant will pay the smallest of three amounts: (1) the policy limit, (2) "the cost . . . to repair or replace the damage on the same premises using materials of equivalent kind and quality," or (3) "the amount . . . actually and necessarily spent to replace or repair the damage." We note that "[r]eplacement cost coverage inherently requires a replacement (a substitute structure for the insured) and [documented] costs (expenses incurred by the insured in obtaining the replacement); without them, the replacement cost provision becomes a mere wager" (*Harrington v Amica Mut. Ins. Co.*, 223 AD2d 222, 228 [1996], *lv denied* 89 NY2d 808 [1997])." Given that plaintiffs did not document the cost of repair or comply with defendant's reasonable request for that documentation, we agree with Supreme Court that they failed to state a cause of action for breach of contract arising out of defendant's refusal to pay their supplemental claim. Neither did the court find plaintiffs' argument regarding equitable estoppel persuasive. *Bartholomew v Sterling Ins. Co.* 2006 NY Slip Op 08859. ◆

No Duty For Landlord

We hold that the landlord of a home where children live does not have a common-law or other duty to provide or install radiator covers. Plaintiff Aaron Rivera, then three years old, was seriously burned when he climbed onto an uncovered radiator in his parents' bedroom, where he was playing unsupervised with his brothers, ages two and four. Defendants, the landlord of the apartment where Aaron lived and the company that managed the building, knew that young children were living in the apartment; knew that the radiators in the apartment were not covered; and knew that the children's parents believed that the radiators presented a danger. Several times during the months preceding the accident, Aaron's parents had asked defendants to provide radiator covers, but defendants had refused on the ground of expense.

The Appellate Division, with one Justice dissenting, reversed and dismissed the complaint, holding that "it was not the landlord's duty to provide a cover for the radiator." We now affirm the Appellate Division's order.

Even in the absence of statute, a common-law duty to repair defective conditions within the home may and often does arise from the contractual relationship between landlord and tenant. The question for us here is whether defendants' failure to supply radiator covers breached any duty to keep plaintiffs' apartment in good repair.

Our answer to the question is no. Plaintiffs do not claim that the radiator that injured Aaron needed repair, or was defective in any way. Plaintiffs' claim is that an uncovered radiator in good working order, though not a hazard in a home occupied only by adults, is dangerous to children. No duty to remedy this alleged hazard is imposed by the Multiple Dwelling Law or arises under common law by virtue of the lease. Plaintiffs argue the New York City Administrative Code applies but the Court said plaintiffs' reading was strained. Rivera v Nelson Realty, LLC 2006 NY Slip Op 07598. ◆

Control At Issue for Laborer's Cause of Action

Appeal from an order of the Supreme Court entered December 7, 2005 in Washington County, which granted defendants' motions for summary judgment dismissing the complaint.

Plaintiff Malcolm Wolfe, a millwright employed by a nonparty to work at defendant Irving Tissue Inc.'s paper mill, slipped and fell as he descended a stairway in an existing Irving building. Defendants Northeast Riggers & Erectors, Inc., as general contractor, and KLR Mechanical, Inc., a subcontractor, were constructing a new building for Irving. He and his wife, derivatively, commenced this action alleging that defendants had been negligent and had violated the Labor Law. Plaintiffs appeal the grant of summary judgment, arguing only that their negligence and Labor Law §§ 200 and 241 (6) claims were improperly dismissed. Irving clearly retained control of the stairway and as owner, had a duty to keep its premises in a reasonably safe condition. (*see Kellman v 45 Tiemann Assoc.*, 87 NY2d 871, 872 [1995]; *Village of Saranac Lake v State of New York*, 17 AD3d 920, 921 [2005]; *Dumoulin v Oval Wood Dish Corp.*, 211 AD2d 883, 885 [1995]). There is conflicting evidence as to Wolfe's employment status. The order is modified as to Irving Tissue by reversing so much thereof as granted the motion of defendant Irving Tissue, Inc. for summary judgment dismissing the common-law negligence and Labor Law §200 causes of action against it. *Wolfe v Klr Mech., Inc.* 2006 NY Slip Op 09076. ◆

What About Excusable Default?

Appeal from an order of the Supreme Court entered January 19, 2006 in Ulster County, which denied defendant's motion to vacate a default judgment. Following an altercation, plaintiff commenced this personal injury action on April 17, 2004 by means of personal service of the pleadings upon defendant at his residence at 104 Locust Lane in Newburgh. When no answer was served, plaintiff moved for a default judgment, which was granted. A copy of the order was served by mail upon defendant as was a notification that an inquest on damages would be held on August 29, 2005. Defendant failed to appear and Supreme Court granted a damages judgment. A copy of that judgment was sent to defendant and, by order to show cause dated October 13, 2005, he moved to vacate the default judgment. Supreme Court denied the motion resulting in this appeal. "To be relieved of a judgment on the ground of excusable default (*see* CPLR 5015 [a] [1])a party 'must establish that there was a reasonable excuse for the default and a meritorious claim or defense'" (*Nulty v Wolff*, 291 AD2d 763, 764 [2002], quoting *Pekarek v Votaw*, 216 AD2d 829, 830 [1993]; *see Hann v Morrison*, 247 AD2d 706, 707 [1998]). The court found no basis to disturb Supreme Court's determination. *Kranenburg v Butwell*, 2006 NY Slip Op 08303. ◆

"In the Care of"...in PA...

Appellant insurer sought review of a grant of summary judgment by the Court of Common Pleas (Pennsylvania), in favor of appellees, an insured, her daughter, and her daughter's fiance, on their breach of contract claim. The insurer contended that the trial court erred in finding an ambiguity in the insurance contract's language "in the care of" and extending coverage to the fiance as an insured under the policy.

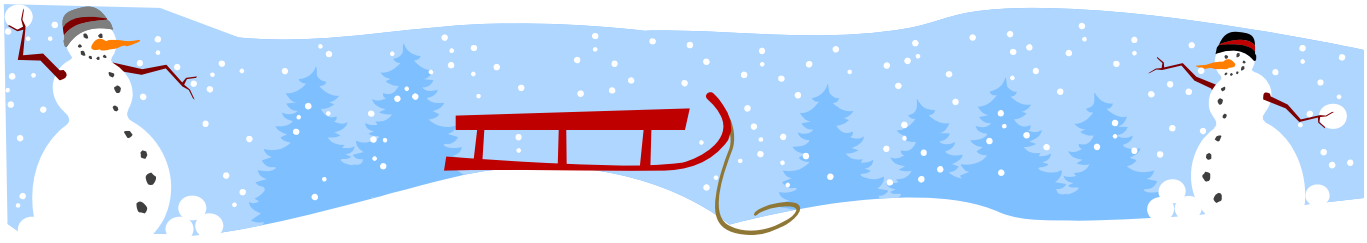
The insurer issued the insured a homeowner's policy that provided coverage for personal property loss. The insured's daughter and her fiance resided at the insured's residence on a part-time basis during the summer months, spring break, and holidays.

They eventually moved into the insured's residence and brought all of their personal belongings with them. The insured, her daughter, and the fiance stored various items of personal property at a storage facility. A fire destroyed all of those items. The insurer paid for all the damage except for the fiance's losses on the ground that he was not a "person in the care of" the insured. The appellate court held there was no evidence to suggest that the insured financially supported the fiance or that he was dependent on the insured. Moreover, there was no evidence that the insured assumed supervisory or disciplinary responsibility over the fiance or that he was of declining mental or physical health. Thus, he was not in "the care of" the insured at the time of the fire. The order of the trial court was reversed. The matter was remanded for additional proceedings. GLORIA MITSOCK, APRIL BERGEN and DONALD BERGEN, Appellees v. ERIE INSURANCE EXCHANGE, Appellant No. 1999 MDA 2005 SUPERIOR COURT OF PENNSYLVANIA. 2006 PA Super 287; 909 A.2d 828; 2006 Pa. Super. LEXIS 3444.◆

DJ on Duty to Defend and Indemnify

In both of the captioned actions, Allstate Insurance Company seeks a declaratory judgment to the effect that it has no obligation to defend or indemnify the defendants, who are being sued in state court by the parents of a murder victim who was slain by the defendants' children. Plaintiff has filed motions for summary judgment in both cases. These motions will be granted.

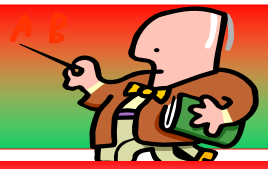
The facts are not in dispute. The **homeowners insurance** policies issued [*2] by plaintiff to each set of defendants contained language excluding from coverage "any bodily injury or property damage intended by, or which may reasonably be expected to result from, the intentional or criminal acts or omissions of any insured person." It is undisputed that the teenagers responsible for the murder in question were "insured persons" under the policies, since the term "insured" is defined as including any relative or dependent person who is a resident of the household. Thus, plaintiff is not required to provide defense or indemnity. Defendants' reliance upon the decision in Donegal Mut. Ins. Co. v. Baumhammers, 2006 PA Super 32, 893 A.2d 797 (2006), petition for allowance of appeal granted, 908 A.2d 265, 2006 Pa. LEXIS 1649 (Pa. August 29, 2006), is misplaced. The insurance policy involved in that case excluded only injury "expected or intended by the insured," and the alleged wrongdoer did not fit within that definition. The plaintiff's motion for summary judgment is granted. ALLSTATE INDEMNITY COMPANY v. EDWARD BATZIG and JEANETTE BATZIG, h/w, et al.; ALLSTATE INDEMNITY COMPANY v. DOMINIC COIA, SR., et al. 2006 U.S. Dist. LEXIS 84647.◆



Winter 2006

SCHOLASTICALLY SPEAKING...

BY PROFESSOR I.M. SMART



What's In a Name...Coverage or No Coverage Most Likely

These days, there is a general concern that people should plan their cashflow, their retirement and their estate, among other issues. When it comes to planning an estate, a person or couple may wish to transfer the title of real property to another person or persons in order to protect that property for estate planning purposes. However, the person or persons who own the property may continue to retain an ownership interest during their lifetime with respect to that real property.

For example, a widow who owns her residence free and clear of any incumbrance may want to be sure a medical provider cannot take the value of the property in the event she requires medical care for which she cannot pay.

If this widow has close family members such as children or siblings, she may wish to modify the title of the residence by deed that is recorded to reflect that she reserves a life estate in the property and devises any future interest to her children or siblings.

The widow has the "use" of the property for the remainder of her life and is responsible for the maintenance, repairs and taxable charges for the property.

The person or persons who receive the "remainder" after the widow dies, hold a future interest in the property while she is alive. The persons who hold the future interest will inherit the property at the time of the widow's death without going through the probate process. While the widow is alive, she cannot alienate the real property without the cooperation and signatures of the remaindermen. However, during the widow's lifetime, her property cannot be taken away from her by the remaindermen.

Moreover, the additional benefit to the widow and to her heirs, is that the value of the life estate is based on a predetermined formula, which is likely to be less than the full value of the property for lien purposes.

Another method for transferring the title of property for estate planning purposes is the use of a trust. All trusts consist of a grantor or creator, grantee or trustee, property (res), beneficiary or beneficiaries and a purpose.

Trusts can take effect during the grantor's life time, known as inter vivos trusts or they can take effect at the time of the grantor's death known as testamentary trusts. Trusts can also be revocable, meaning they can be changed or irrevocable, meaning they cannot be changed.

There are any number of various kinds of trusts which include charitable trusts, grantor retained trusts and personal residence trusts.

The title to the property placed into the keeping of the trust now carries with it both legal and equitable ownership. It is a method used to protect property for the benefit of others. It is the personal residence trusts and also the qualified personal residence trust that comes into play regarding the title of a homeowners policy.

Whether a life estate or a trust is used to protect property so it may be passed on to other persons, both methods change the name that the property is held in and may affect the nature of the coverage under a homeowners insurance policy.

To a great degree, it is up to homeowners insurance carriers to determine if they are willing to place remaindermen who hold future interests to property on policies as additional insureds or if they are willing to make a trust either the named insured or an additional insured on the policy. A key issue is the nature of the ownership interest of the person seeking the insurance.

At least with trusts, some organizations have specific forms that insure the trust or make it an additional insured. Seldom does the literature of the day mention homeowners insurance in the scope of estate planning. In addition, many companies to date have simply added a trust as an additional insured and may not have had any significant difficulty with processing the resulting claims.

With both life estates and trusts, it is important to begin the insuring process with a thorough questionnaire in which the insurer asks the right questions. These will include what property does the trust hold and who are the parties to the trust? Is any of the property in the trust of a business nature? Is this a revocable or irrevocable trust? Insurers should ascertain if the trustee has any maintenance responsibilities or physical control over the property held in trust. It is also invaluable to know if the beneficiaries have any rights under the trust and what are the qualifications of the trustee.

Some methods used by insurers with these "alternative" forms of trust ownership include a trust as an additional insured, a trust as an additional insured with expanded coverage. Also in the marketplace, there are dwelling premises liability packages for trusts or the trust can be treated as a named insured or a co-named insured. Companies have been known to designate either the trust or the trustee as the named insured and there is no clear advantage of one situation over the other.

These alternative forms of ownership are prevalent insurance and legal issues today that we are actively researching to implement forms that will provide constituents with a mechanism to insure property held with titles of this nature. We will keep you advised this area evolves and as we look as possible solutions for you.◆

From the Insurance Department

The Office of General Counsel has issued these Opinions of Counsel that may be of interest to an insurers. These are reproduced in part but the entire content is available on the New York State Insurance Department website at: www.ins.state.ny.us.

On November 17, 2006, the Office of General Counsel opined on whether it is permissible to send a claim acknowledgement notice electronically. The conclusion reached is that, Yes, electronic claim notices are permitted provided that the recipients of the notices have affirmatively and voluntarily consented to such a procedure.

In its opinion, the Office of General Counsel stated in part, "The use of electronic communications in insurance-related undertakings, such as claim acknowledgement notices, is generally permitted pursuant the Electronic Signatures and Records Act ("ESRA"), N.Y. State Tech. Law Art. 1 (McKinney 2003) and the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN"), 15 U.S.C. §§7001-7031.

On November 20, 2006, the Office of General Counsel issued an opinion in response to the question: Does the Terrorism Risk Insurance Extension Act of 2005 ("TRIEA") cover livestock or crop insurance in the event of a terrorist attack? The conclusion reached is, No. The opinion states that TRIEA does not cover livestock or crop insurance. In the event of a terrorist attack involving damage to livestock or crops, private insurance companies or federal programs that provide such coverage may provide coverage, depending on the terms of the policies. The Department has not approved any exclusions from policies that provide livestock or crop insurance coverage. However, these policies may contain other exclusions that apply.

In its analysis, the Office of General Counsel directed the inquirer to the several Circular Letters issued by the Department on this subject, all of which are available in their entirety on the Department's website.

On November 21, 2006, the Office of General Counsel provided an opinion on whether an insurer may communicate directly with a third-party claimant represented by counsel. The opinion concludes that, No, an insurer may not communicate directly with a third-party claimant represented by counsel.

In its analysis, the Office of General Counsel states in pertinent part, "The Insurance Department's consistent position on this matter is that once a claim is filed and the insurer knows that the third party claimant is being represented by counsel, ethical standards of conduct require that any necessary communication is made to the counsel rather than to the third party claimant.

An insurer, or its representatives, may not communicate directly with a claimant represented by counsel without counsel's consent as there is a real or potential conflict of interest inherent in the unauthorized communications.

On November 30, 2006, the Office of General Counsel issued an opinion of particular notice to assessment corporations and advance premium corporations regarding the ability of New York Cooperative Insurance Companies to engage in business in New York and other states.

A couple of the questions posed include whether an assessment corporation organized and licensed under Article 66 of the New York Insurance Law may be licensed outside the State of New York and whether a New York advance premium corporation may merge with a mutual insurance company.

In its response, the Office of General Counsel stated that an assessment corporation may not be licensed outside the state of New York due to the geographic limitations imposed by N.Y. Ins. Law §6603(a)(5)(B), §6608(b) and §6605(c).

Additionally, it is stated in the opinion that N.Y. Ins. Law §6625 governs the merger of cooperative insurance companies and does not authorize an advance premium cooperative insurer to merge with a mutual insurance company.

Several other issues of note are raised in this Opinion of Counsel, including a question about engaging in the business of reinsurance, approval by shareholders into a domestic mutual insurance company and a subsequent merger of the resultant domestic insurance company with a foreign mutual insurance company at the same policyholders' meeting and whether a domestic advance premium corporation or mutual insurance company assume and reinsure all liabilities arising from all policies written by a foreign mutual company.

For more specific information on this Opinion of Counsel and the others discussed today, go to the New York State Insurance Department website at www.ins.state.ny.us, where you may find the entire text of these materials.◆

URB Insider—Published Quarterly by
Underwriters Rating Board
2932 Curry Road
Schenectady, N.Y. 12303
Phone: 518-355-8363, Fax: 518-355-8639

Published as a service to friends and affiliates of URB
Editor/Creator: Kimberly Davis, Esq., CPCU

We're On the Web!
URBRATINGBOARD.COM
E-mail us at:
jean@urbratingboard.com
mary@urbratingboard.com
tim@urbratingboard.com
kim@urbratingboard.com

Recent Filings and Other News

Recent Filings:

ML—373H—Hurricane Deductible for writing in coastal areas.

ML-19 Policy Endorsement which includes the criminal activity and intentional acts exclusions together on one form.

ML-373—Canine Exclusion for exclusion of certain breeds of canines was approved, and its accompanying disclosure was acknowledged.

In the works:

Boiler and Machinery Form

Landlord and Dwelling Hurricane Deductibles

Assisted Living Care Facility Coverage

Additional Members Household Coverage

Other News:

The 2007 Residential Replacement Cost Estimator has been issued along as well as the 2007 Commercial Replacement Cost Estimator. ◆

A URB Services Corp... Service for You

As a service to URB constituents, the URB print shop can print your Annual Statements. In some circumstances the price is dramatically less expensive than the cost previously incurred by most insurers.

If you would like to inquire about this cost saving service, please contact us.◆