

SERFF Tracking Number: BRT-125313798 State: Arkansas
Filing Company: Brotherhood Mutual Insurance Company State Tracking Number: AR-PC-07-026351
Company Tracking Number: AR L FC 2007 03
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Liability Forms Corrections
Project Name/Number: BCP-21, 87, 234 changes/AR L FC 2007 03

Filing at a Glance

Company: Brotherhood Mutual Insurance Company

Product Name: Liability Forms Corrections SERFF Tr Num: BRT-125313798 State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: AR-PC-07-026351
Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: AR L FC 2007 03 State Status:
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Authors: Linda Emenhiser, Karen Miller Disposition Date: 10/18/2007
Date Submitted: 10/05/2007 Disposition Status: Approved
Effective Date Requested (New): 03/01/2008 Effective Date (New):
Effective Date Requested (Renewal): 03/01/2008 Effective Date (Renewal):

General Information

Project Name: BCP-21, 87, 234 changes Status of Filing in Domicile: Pending
Project Number: AR L FC 2007 03 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 10/18/2007
State Status Changed: 10/08/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

In accordance with your filing requirements, Brotherhood Mutual is submitting this filing under the provisions of your prior approval law. The filing will apply to new and renewal policies which have effective dates of March 1, 2008, and after.

We have made minor revisions or clarifications to forms BGL-21- Coverage Limits High Hazard Activities, BGL-87 - Computer-Related Liability Coverage, and BGL-234 - Nurses' Professional Liability Coverage.

We have amended the language of BGL-21 to clarify that the definitions in the endorsement apply only to the provisions of the endorsement. We have clarified the language of the How Much We Pay section.

SERFF Tracking Number: BRTH-125313798 State: Arkansas
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The term "personal injury" has been deleted from the computer supervision error definition in BGL-87.

BGL-234 has been amended to clarify that the additional coverage provided does not apply to any medical occurrence that occurs at a medical school or nursing school owned by the insured. We have also added Other Liability Coverage language to the How Much We Pay section.

For your convenience, we have included a comparison documents showing the changes we made to the forms.

Company and Contact

Filing Contact Information

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Filing Company Information

Brotherhood Mutual Insurance Company CoCode: 13528 State of Domicile: Indiana
 PO Box 2227 Group Code: -99 Company Type:
 6400 Brotherhood Way
 Fort Wayne, IN 46801-2227 Group Name: State ID Number:
 (260) 482-8668 ext. 9972[Phone] FEIN Number: 35-0198580

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Brotherhood Mutual Insurance Company	\$50.00	10/05/2007	15974745

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/18/2007	10/18/2007

SERFF Tracking Number: *BRTH-125313798* *State:* *Arkansas*
Filing Company: *Brotherhood Mutual Insurance Company* *State Tracking Number:* *AR-PC-07-026351*
Company Tracking Number: *AR L FC 2007 03*
TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2001 Commercial General Liability*
Product Name: *Liability Forms Corrections*
Project Name/Number: *BCP-21, 87, 234 changes/AR L FC 2007 03*

Disposition

Disposition Date: 10/18/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Comparison Documents	Approved	Yes
Form	Coverage Limits - High Hazard Activities	Approved	Yes
Form	Computer-Related Liability Coverage	Approved	Yes
Form	Nurses' Professional Liability Coverage	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Coverage Limits - High Hazard Activities	BGL-21	3.1	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BGL-21 (3.0) Previous Filing #: AR-PC-07-024594		BGL-21 3-1.pdf
Approved	Computer-Related Liability Coverage	BGL-87 AR	2.3	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BGL-87 AR (2.2) Previous Filing #: L F/C 05 01		BGL87 AR 2-3.pdf
Approved	Nurses' Professional Liability Coverage	BGL-234 AR	2.3	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BGL-234 AR (2.2) Previous Filing #: L F/C 05 01		BGL234 AR 2-3.pdf

This Provision Modification Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100), the Liability and the Medical Coverage Form (BGL-11). Only one liability coverage (Principal, Supplemental, or Additional) will apply to an **occurrence** and any **related loss**.

- PLEASE READ THIS CAREFULLY -

COVERAGE LIMITS - HIGH HAZARD ACTIVITIES -

PROVISION MODIFICATION

HIGH HAZARD ACTIVITIES COVERAGE LIMIT

Liability Limits- The coverage/occurrence **limit** for any applicable liability coverage that applies to **loss** arising directly or indirectly out of or in connection with any **high hazard activity** is reduced to \$100,000, unless a different High Hazard Activity Liability Limit is specifically indicated on the **Declarations**, and then only for the type of **high hazard activity** indicated.

Medical Payments Limits- The medical payments coverage limit for any applicable medical payments coverage that would pay in relation to any **high hazard activity** is reduced to \$0, unless a different High Hazard Activity Medical Limit is specifically indicated on the **Declarations**, and then only for the type of **high hazard activity** indicated.

ADDITIONAL DEFINITIONS

Each of the defined words or phrases set forth in the Definitions section of the Commercial Liability Coverage Form (GL-100), and the Liability and Medical Coverage Form (BGL-11) will continue to apply. The following definitions apply only to the provisions of this endorsement:

General contractor means any person or entity who oversees or directs the performance of construction or demolition work, and to whom workers or subcontractors report in connection with the work undertaken. The owner of property on which such work is being performed will be considered a **general contractor** with respect to work on the premises unless the owner has hired an outside independent contractor to oversee and direct the work.

High hazard activity means any of the following:

- a. **Skate Park Operations-** The development, construction, maintenance, oversight or

use of any ramps, half-pipes, slopes or similar structures that:

- (1) are designed for, or are intended to be used in connection with, any roller skates, skate boards, bicycles, roller blades, or any other similar wheeled conveyance; and
- (2) are arranged by, installed by, operated by, or otherwise made available for use by **your** organization; and
- (3) are located on premises that **you** own, rent, lease, borrow or control; and

- b. **Fireworks Sales-** The sale, marketing, distribution, or storage of fireworks of any kind if undertaken: (1) on any premises that **you** own, occupy or control; or (2) on **your** behalf or for **your** benefit, whether on or away from **your** premises; and

- c. **Fireworks Display-** The display of any fireworks on **your** behalf: (1) by **you**, **your** leaders, **your** employees, or **your** appointed persons; or (2) by an any other person or organization that is hired by **you** or that is acting on **your** behalf to exhibit the fireworks display; and

- d. **Major Construction Oversight-** Work of any kind on any **major construction/demolition project** in which **you**, or any of **your** leaders, **your** employees, or **your** appointed persons, act on **your** behalf as a **general contractor**.

Major construction/demolition project means the building of a new structure or the addition onto, or demolition of, an existing structure that **you** own, use or occupy (or that **you** intend to own, use or occupy in the future), but only if:

- a. the construction involves the installation of pre-fabricated rafters or trusses; or

- b. the structure, or addition being built, when completed, will encompass more than 5,000 square feet; or
- c. the demolition is of a structure encompassing more than 5,000 square feet.

This definition of **major construction/demolition project** replaces the same term as defined in the Liability and Medical Coverage Form (BGL-11).

HOW MUCH WE PAY

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the coverages of this policy, except to the extent that the Provision Modification of this endorsement and the following provisions limit the policy's coverages. The following provisions apply to the Coverage Extension of this endorsement.

1. **Limit of Liability Coverage - We** will pay no more than \$100,000 per **occurrence** for **loss** arising directly or indirectly out of or in connection with any **high hazard activity** (unless a different High Hazard Activity Liability Limit is specifically indicated on the **Declarations**, and then only for the type of high hazard activity indicated). This High Hazard Liability Limit will replace and supercede: (1) the General Occurrence Limit of the policy; and (2) any other otherwise-applicable coverage limits of the policy, for **loss** arising in any manner out of any **high hazard activity**. This High Hazard Activity Liability Limit is the most **we** will pay for loss arising out of or in connection with any **high hazard activity** regardless of the amount of **loss** incurred, the number of persons sustaining **loss**, or the number of related acts, errors, omissions, decisions or events that contribute to the **loss**.
2. **Limit of Premises Medical Coverage - We** will pay no **medical expense** arising in any manner out of or in connection with any **high hazard activity** (unless a High Hazard Activity Medical Limit other than \$0 is specifically indicated on the **Declarations**, and then only for the type of high hazard activity indicated). This High Hazard Medical Limit will replace and supercede all other medical limits of the policy for **medical expense** arising in any manner out of any **high hazard activity**.

3. **Aggregate Limits-** Provisions relating to Aggregate Limits in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) will apply to **loss** arising out of any **high hazard activity**, and the amount that **we** pay for such **loss** will be subject to the general aggregate limit of the policy and to any applicable coverage aggregate limit.

OTHER PROVISIONS

All other provisions of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) will continue to apply.

This Liability Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one liability coverage (Principal, Supplemental or Additional) will apply to an **occurrence** and any **related loss**.

- PLEASE READ THIS CAREFULLY -

COMPUTER-RELATED LIABILITYSM COVERAGE - RELIGIOUS NOT-FOR-PROFIT OPERATIONS -

ADDITIONAL COVERAGE

We provide the Additional Coverages described in this endorsement, but only if *Computer-Related Liability* coverage is properly designated in the **Declarations** of this policy, and only if **you** are a not-for-profit religious organization or a camp.

DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to this endorsement, unless otherwise modified herein. The following definitions apply only to the Additional Coverages of this endorsement.

1. **Covered person** means **you**; and **your leaders**, **your employees**, **your appointed persons**, and **your volunteers**, but only while acting on **your** behalf and within the scope of their delegated authority.
2. **Computer use error** means:
 - a. the unintended transmission of any computer virus or other program that is harmful to computer hardware, software data or network connection; or
 - b. the unauthorized use of **your** computer equipment, computer programs or Web site (by a person who **you** have no duty to supervise) for the purpose of interfering with, or causing the destruction of, another person's or entity's computer hardware, software, program, data, Web site or network connection; or
 - c. the improper use of, or failure to protect, any personal information (such as access passwords, bank account numbers, social security numbers or similar personal information), that is obtained or held electronically; or
 - d. the improper downloading or distribution of any computer application, software or program in violation of any copyright law, or

any applicable licensing, access or use agreement.

More than one such related error, or series of related errors, incidents or events will be considered a single **computer use error**.

3. **Computer supervision error** means the improper supervision of persons having access to **your** computer equipment, programs, network or data, but only if such improper supervision results in:
 - a. **emotional injury** or **financial damage** to another person or entity; or
 - b. **property damage** to tangible or intangible property owned by another person or entity; or
 - c. **emotional injury** to the person(s) being supervised.

More than one such related error, or series of related errors, incidents or events will be considered a single **computer supervision error**.

4. **Corruption act** means any act or conduct involving exhibitionism, voyeurism, the creation, distribution or display of pornography, sensual touching, sexually-explicit communication, or any similar act that may reasonably be anticipated to harm or corrupt a person.
5. **Electronic commerce error** means an error or series of errors involving:
 - a. the electronic transfer of any funds into or out of any savings, checking or other bank or financial institution account; or
 - b. the transmission of any credit card or debit card information through any Web site or other electronic communication network; or
 - c. any other similar electronic transmission of funds or electronic transmission of information providing access to funds.

More than one such related error, or series of related errors, incidents or events will be considered a single **electronic commerce error**.

For purposes of this endorsement, the defined **term Personal injury** will include the improper use of, or failure to protect, the personal information of another person or entity (such as access passwords, bank account numbers, social security numbers or similar personal information).

ADDITIONAL COVERAGES

COMPUTER USE LIABILITY COVERAGE -

We pay all sums that a **covered person** becomes legally obligated to pay as **damages** due to **property damage, personal injury or financial damage** to which this coverage applies. The injury or damage must arise out of one or more **computer use errors**, and the event or events causing the **property damage, personal injury or financial damage**:

- a. must be undertaken in connection with **your** religious not-for-profit or camp operations; and
- b. must be an **occurrence** taking place in the **coverage territory** during the **policy period**.

But this coverage will not apply to **loss** of any kind arising out of:

- a. any **electronic commerce error**, or any **computer supervision error** of any kind; or
- b. damage to, or destruction of, **your** computer equipment, data, software, programs, network connections or other tangible or intangible property of any kind.

ELECTRONIC COMMERCE LIABILITY COVERAGE -

We pay all sums that a **covered person** becomes legally obligated to pay as **damages** due to **personal injury or financial damage** to which this coverage applies. The injury or damage must arise out of one or more **electronic commerce errors**, and the event or events causing the **personal injury or financial damage**:

- a. must be undertaken in connection with **your** religious not-for-profit or camp operations; and
- b. must be an **occurrence** taking place in the **coverage territory** during the **policy period**.

But this coverage will not apply to **loss** of any kind arising out of:

- a. any **computer use error**, or any **computer supervision error** of any kind; or

- b. damage to, or destruction of, **your** computer equipment, data, software, programs, network connections or other tangible or intangible property of any kind.

COMPUTER SUPERVISION LIABILITY COVERAGE -

We pay all sums that a **covered person** becomes legally obligated to pay as **damages** due to **property damage, emotional injury or financial damage** to which this coverage applies. The injury or damage (as set forth in provisions a. through c. of the definition of **computer supervision error**) must arise out of one or more **computer supervision errors**, and the event or events causing the **property damage, emotional injury or financial damage**:

- a. must be undertaken in connection with **your** religious not-for-profit or camp operations; and
- b. must be an **occurrence** taking place in the **coverage territory** during the **policy period**.

But this coverage will not apply to **loss** of any kind arising out of:

- a. any **computer use error**, or any **electronic commerce error** of any kind; or
- b. damage to, or destruction of, **your** computer equipment, data, software, programs, network connections or other tangible or intangible property of any kind.

EXCLUSIONS

Each of the exclusions set forth in the Exclusions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverages provided by this endorsement, unless otherwise modified herein. The following exclusions apply to the Additional Coverages of this endorsement.

1. **We** do not pay for **bodily injury** of any kind.
2. **We** do not pay for **loss** of any kind if such **loss** arises out of any fraudulent or self-serving acts, willful harm, intimidation or harassment, or the violation of any local, state or federal criminal or racketeering statute committed by **you, your leaders** or **your** employees.
3. **We** do not pay for **loss** of any kind on behalf of any person:
 - a. who intentionally causes any injury, damage, invasion of privacy or other **loss** to any other person or entity; or

- b. who has, or who should have, a reasonable belief that their actions will result in injury, damage, invasion of privacy or other **loss** to another person or entity; or
 - c. who knowingly allows anyone under their supervision or control to: (1) cause any injury, damage, invasion of privacy or other **loss** to another person or entity, or (2) engage in any **corruption act**.
4. **We** do not pay for **loss** of any kind arising directly or indirectly out of or in connection with:
- a. any **sexual act**; or
 - b. any **corruption act**; or
 - c. the use of any sexually-explicit language or sexually-explicit content in connection with or in furtherance of any **sexual act** or any **corruption act**.
- But this exclusion does not apply to **emotional injury** sustained by a person under the age of 16 who gains unauthorized access to sexually-explicit content on the Internet (without the knowledge or assistance of any **covered person**) as the result of a **computer supervision error**.
- 5. **We** do not pay for **loss** of any kind arising directly or indirectly out of or in connection with any **discriminatory act** of any kind.
 - 6. **We** do not pay for **loss** of any kind arising directly or indirectly out of or in connection with any **counseling act** of any kind.
 - 7. **We** do not pay for any fines or non-compensatory penalties, or for any **exemplary or punitive damages** awarded in any legal proceeding or assessed by any local, state or federal agency.
 - 8. **We** do not pay for **loss** of any kind arising directly or indirectly out of or in connection with:
 - a. the creation, marketing, issuance or administration by **you** or **your leaders** of (1) any security or financial instrument (including, but not limited to, stocks, bonds, certificates, notes and other financial instruments); or (2) any fundraising or financing program of any kind; or
 - b. the violation by **you** or **your leaders** of any local, state or federal regulation or law relating to (1) any security or financial instrument (including, but not limited to, stocks, bonds, certificates, notes and other financial instruments); or (2) any fundraising or financing program of any kind; or
 - c. any lost opportunities or investment-related losses sustained by any person or entity (including **you** or **your leaders**), which arise out of the creation, marketing, issuance or administration by any person or entity of (1) any security or financial instrument (including, but not limited to, stocks, bonds, certificates, notes and other financial instruments); or (2) any fundraising or financing program of any kind; or
 - d. the rendering of, or failure to render, any legal, financial or investment advice of any kind.
9. **We** do not pay for **loss** of any kind sustained by any **covered person** or by any of **your** past or present employees or job applicants. Nor do **we** pay for **loss** arising directly or indirectly out of or in connection with the administration of any **employee benefit program**.
10. **We** do not pay for **loss** of any kind arising directly or indirectly out of or in connection with any dispute involving the existence, validity or extent of title to any property, including disputes involving a determination of **your** interest in real, personal, or intangible property.
11. **We** do not pay for damage to, destruction of, or interference with **your** computer hardware, software, program, data, Web site, network connections or any other tangible or intangible property that **you** own, lease, use or borrow. Nor do **we** pay for **loss** of any kind arising directly or indirectly out of or in connection with any error, defect or deficiency in any computer hardware, software, program, data, Web site or network connection, regardless of who owns or has developed it.
12. **We** do not pay for **loss** of any kind if such **loss** or any **related loss** is, or has been, the basis of any **prior claim**.
13. **We** do not pay for **financial damage** of any kind if:
 - a. the event(s) that cause the **financial damage** occur prior to the date on which this coverage becomes effective; or
 - b. the event(s) that cause the **financial damage** occur after this coverage terminates; or
 - c. on the date that **we** first provide Computer-Related Coverage to **your** organization, **you** or **your leaders** are aware that the alleged **financial damage** has been, is being, or will be, incurred by any person or entity; or

- d. on the date that **we** first provide Computer-Related Coverage to **your** organization, **you** or **your leaders** are aware of any prior situation that may reasonably be anticipated to result in a claim for **financial damage**.

14. **We** do not pay for **personal injury** or **emotional injury** arising directly or indirectly out of or in connection with the communication of any religious or spiritual content through any computer transmission, computer program, network or Web site.

15. **We** do not pay for:

- a. **personal injury** of any kind that arising directly or indirectly out of or in connection with any **computer supervision error** of any kind ; or
- b. **personal injury** involving any allegations of libel, slander or other defamatory conduct or communications; or
- c. **personal injury** or **emotional injury** of any kind arising directly or indirectly out of or in connection with the publication of information through any advertising, publishing, broadcasting or telecasting operation or facility that is owned or operated by **you**; or
- d. **personal injury** or **financial damage** arising directly or indirectly out of or in connection with the violation of any right protected by any copyright, slogan, trademark or trade name regulation or law, other than an unintentional violation that meets the definition of **computer use error** (Definition 2.d.); or
- e. **personal injury** or **financial damage** arising directly or indirectly out of or in connection with the intentional violation of any licensing, access or use agreement of any kind.

HOW MUCH WE PAY

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverages provided by this endorsement, unless otherwise modified herein.

OTHER PROVISIONS

All other provisions of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to this endorsement, unless otherwise modified herein.

This Liability Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one liability coverage (Principal, Supplemental, or Additional) will apply to an **occurrence** and any **related loss**.

- PLEASE READ THIS CAREFULLY -

NURSES' PROFESSIONAL LIABILITY COVERAGE

CAMP, RETREAT, EDUCATIONAL FACILITIES AND NOT-FOR-PROFIT ORGANIZATIONS

AGREEMENT

We provide the Additional Coverage described in this endorsement, but only if *Nurse Liability* coverage is properly designated in the **Declarations** of this policy, and only if **you** are a camp, retreat, educational facility or a religious or not-for-profit organization.

DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following definitions apply only to the Additional Coverage of this endorsement.

1. **Covered person** means:
 - a. a registered nurse or licensed practical nurse who is specifically authorized to act in their professional capacity either as **your** employee or **your appointed person**, but only while acting as such; and
 - b. a student nurse, nurses' aide, or emergency medical technician who is specifically authorized to act in their professional capacity either as **your** employee or **your appointed person**, but only while acting as such, and only if such person is acting under the direct supervision of a registered nurse, (R.N.) or a medical doctor (M.D.).
2. **Medical occurrence** means any act or omission in the furnishing of professional medical nursing services by a **covered person**. Any such act or omission, together with all related acts or omissions in the furnishing of such services to any one person, shall be considered one **medical occurrence**.

SUPPLEMENTAL COVERAGE

Provision 2b. of the Incidental Medical Malpractice Injury section of the Commercial Liability Coverage Form (GL-100) is deleted to the extent that coverage is otherwise provided herein. The Incidental Medical Malpractice Coverage will continue to provide incidental coverage to **insureds** who are not medical professionals.

ADDITIONAL COVERAGE

NURSES' PROFESSIONAL LIABILITY COVERAGE-

We pay all sums that a **covered person** becomes legally obligated to pay as **damages** due to **bodily injury** to which this coverage applies. The **bodily injury** must be caused by a **medical occurrence**, and the event or events causing the **bodily injury**:

- a. must arise out of nursing activity undertaken as an incidental part of **your** school, camp, retreat or religious/not-for-profit organizational activities; and
- b. must be an **occurrence** taking place in the **coverage territory** and during the **policy period**.

This Additional Coverage does not apply, however, to any **medical occurrence**;

- a. involving any **sexual act** or **discriminatory act**; or
- b. arising out of any medical, nursing, home care, health care, hospice, or similar business that is owned or operated by **you**; or
- c. that occurs at, or in connection with, any medical school or nursing school that is owned or operated by **you**.

EXCLUSIONS

Each of the exclusions set forth in the Exclusions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following exclusions apply to the Additional Coverage of this endorsement.

1. Exclusion 3 of the Exclusions that apply to Bodily Injury and Property Damage section of the Commercial Liability Coverage Form (GL-100) is modified as follows:

We do not pay for any **loss** that arises out of the rendering or failure to render a professional service other than those professional nursing services which are covered in the Nurses' Professional Liability Coverage herein, or those which are covered under the incidental medical malpractice coverage.

2. **We** do not pay for **damages** arising directly or indirectly out of the willful violation by a **covered person** of any statute, ordinance, or regulation related to the conduct of the nursing profession or medical profession.
3. **We** do not pay for injury arising directly or indirectly out of any criminal act, or caused by a person while under the influence of any intoxicant or controlled substance.
4. **We** do not pay for any fines or non-compensatory penalties, or for any **exemplary or punitive damages** of any kind.
5. The Additional Coverage herein does not apply to liability of others assumed by any **covered person** or **insured** under any contract or agreement.

HOW MUCH WE PAY

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following provision also applies to the Additional Coverage of this endorsement.

1. **Other Liability Coverage-**
Any liability coverage provided by this endorsement is excess over: (1) all other medical malpractice insurance; and (2) any other type of

insurance or liability coverage plans, even is such insurance or plan:

- a. is stated to be secondary, excess or contingent; or
- b. has coverage available, but is not elected to be used.

OTHER PROVISIONS

Each of the other provisions of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to the Additional Coverage of this endorsement, unless otherwise modified herein.

SERFF Tracking Number: *BRTH-125313798* *State:* *Arkansas*
Filing Company: *Brotherhood Mutual Insurance Company* *State Tracking Number:* *AR-PC-07-026351*
Company Tracking Number: *AR L FC 2007 03*
TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2001 Commercial General Liability*
Product Name: *Liability Forms Corrections*
Project Name/Number: *BCP-21, 87, 234 changes/AR L FC 2007 03*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BRTH-125313798 State: Arkansas
Filing Company: Brotherhood Mutual Insurance Company State Tracking Number: AR-PC-07-026351
Company Tracking Number: AR L FC 2007 03
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Liability Forms Corrections
Project Name/Number: BCP-21, 87, 234 changes/AR L FC 2007 03

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 10/18/2007

Comments:

Attachment:

AR industry_rates_PCtransDoc_intelligent.pdf

Satisfied -Name: Comparison Documents **Review Status:** Approved 10/18/2007

Comments:

Attachments:

WSComparison_BGL-21 3-0-BGL-21 3-1.pdf
WSComparison_BGL-87 AR 2-2-BGL-87 AR 2-3.pdf
WSComparison_BGL-234 AR 2-2-BGL-234 AR 2-3.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
-----------------------------------	--

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input style="width: 100px;" type="text"/> Renewal: <input style="width: 100px;" type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

22. Filing Fees (Filer must provide check # and fee amount if applicable)
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #:
Amount:

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

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

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

This Provision Modification Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100), the Liability and the Medical Coverage Form (BGL-11). Only one liability coverage (Principal, Supplemental, or Additional) will apply to an **occurrence** and any **related loss**.

- PLEASE READ THIS CAREFULLY -

COVERAGE LIMITS - HIGH HAZARD ACTIVITIES -

PROVISION MODIFICATION

HIGH HAZARD ACTIVITIES COVERAGE LIMIT

Liability Limits- The coverage/occurrence **limit** for any applicable liability coverage that applies to **loss** arising directly or indirectly out of or in connection with any **high hazard activity** is reduced to \$100,000, unless a different High Hazard Activity Liability Limit is specifically indicated on the **Declarations**, and then only for the type of **high hazard activity** indicated.

Medical Payments Limits- The medical payments coverage limit for any applicable medical payments coverage that would pay in relation to any **high hazard activity** is reduced to \$0, unless a different High Hazard Activity Medical Limit is specifically indicated on the **Declarations**, and then only for the type of **high hazard activity** indicated.

ADDITIONAL DEFINITIONS

Each of the defined words or phrases set forth in the Definitions section of the Commercial Liability Coverage Form (GL-100), and the Liability and Medical Coverage Form (BGL-11) will continue to apply. The following definitions ~~also apply to the Additional Exclusions set forth herein~~ apply only to the provisions of this endorsement:

General contractor means any person or entity who oversees or directs the performance of construction or demolition work, and to whom workers or subcontractors report in connection with the work undertaken. The owner of property on which such work is being performed will be considered a **general contractor** with respect to work on the premises unless the owner has hired an outside independent contractor to oversee and direct the work.

High hazard activity means any of the following:

- a. **Skate Park Operations-** The development, construction, maintenance, oversight or use of any ramps, half-pipes, slopes or similar structures that:
 - (1) are designed for, or are intended to be used in connection with, any roller skates, skate boards, bicycles, roller blades, or any other similar wheeled conveyance; and
 - (2) are arranged by, installed by, operated by, or otherwise made available for use by **your** organization; and
 - (3) are located on premises that **you** own, rent, lease, borrow or control; and
- b. **Fireworks Sales-** The sale, marketing, distribution, or storage of fireworks of any kind if undertaken: (1) on any premises that **you** own, occupy or control; or (2) on **your** behalf or for **your** benefit, whether on or away from **your** premises; and
- c. **Fireworks Display-** The display of any fireworks on **your** behalf: (1) by **you, your leaders, your** employees, or **your appointed persons**; or (2) by any other person or organization that is hired by **you** or that is acting on **your** behalf to exhibit the fireworks display; and
- d. **Major Construction Oversight-** Work of any kind on any **major construction/demolition project** in which **you, or any of your leaders, your employees, or your appointed persons, act on your behalf as a general contractor.**

Major construction/demolition project means the building of a new structure or the addition onto, or demolition of, an existing structure that **you** own, use or occupy (or that **you** intend to own, use or occupy in the future), but only if:

- a. the construction involves the installation of pre-fabricated rafters or trusses; or
- b. the structure, or addition being built, when completed, will encompass more than 5,000 square feet; or
- c. the demolition is of a structure encompassing more than 5,000 square feet.

This definition of **major construction/demolition project** replaces the same term as defined in the Liability and Medical Coverage Form (BGL-11).

HOW MUCH WE PAY

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the ~~Additional Coverages provided by this endorsement, unless otherwise modified herein~~ coverages of this policy, except to the extent that the Provision Modification of this endorsement and the following provisions limit the policy's coverages. The following provisions apply to the Coverage Extension of this endorsement.

1. **Limit of Liability Coverage - We** will pay no more than \$100,000 per **occurrence** for **loss** arising directly or indirectly out of or in connection with any **high hazard activity** (unless a different High Hazard Activity Liability Limit is specifically indicated on the **Declarations**, and then only for the type of high hazard activity indicated). This High Hazard Liability Limit will replace and supercede: (1) the General Occurrence Limit of the policy; and (2) any other otherwise-applicable coverage limits of the policy, for **loss** arising in any manner out of any **high hazard activity**. This High Hazard Activity Liability Limit is the most **we** will pay for loss arising out of or in connection with any **high hazard activity** regardless of the amount of **loss** incurred, the number of persons sustaining **loss**, or the number of related acts, errors, omissions, decisions or events that contribute to the **loss**.
2. **Limit of Premises Medical Coverage - We** will pay no **medical expense** arising in any manner out of or in connection with any **high hazard activity** (unless a High Hazard Activity Medical Limit other than \$0 is specifically indicated on the **Declarations**, and then only for the type of high hazard activity indicated). This High Hazard Medical Limit will replace and supercede all other medical limits of the

policy for **medical expense** arising in any manner out of any **high hazard activity**.

3. **Aggregate Limits-** Provisions relating to Aggregate Limits in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) will apply to **loss** arising out of any **high hazard activity**, and the amount that **we** pay for such **loss** will be subject to the general aggregate limit of the policy and to any applicable coverage aggregate limit.

OTHER PROVISIONS

All other provisions of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) will continue to apply.

Document comparison done by Workshare DeltaView on Wednesday, October 03, 2007 12:40:38 PM

Input:	
Document 1	file://H:\Filings\BGL-21-BGL-87-BGL-234\BGL-21 3-0.doc
Document 2	file://H:/Filings/BGL-21-BGL-87-BGL-234/BGL-21 3-1.doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	3
Deletions	3
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	6

This Liability Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one liability coverage (Principal, Supplemental or Additional) will apply to an **occurrence** and any **related loss**.

- PLEASE READ THIS CAREFULLY -

COMPUTER-RELATED LIABILITYSM COVERAGE - RELIGIOUS NOT-FOR-PROFIT OPERATIONS -

ADDITIONAL COVERAGE

We provide the Additional Coverages described in this endorsement, but only if *Computer-Related Liability* coverage is properly designated in the **Declarations** of this policy, and only if **you** are a not-for-profit religious organization or a camp.

DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to this endorsement, unless otherwise modified herein. The following definitions apply only to the Additional Coverages of this endorsement.

1. **Covered person** means **you**; and **your leaders**, **your employees**, **your appointed persons**, and **your volunteers**, but only while acting on **your** behalf and within the scope of their delegated authority.
2. **Computer use error** means:
 - a. the unintended transmission of any computer virus or other program that is harmful to computer hardware, software data or network connection; or
 - b. the unauthorized use of **your** computer equipment, computer programs or Web site (by a person who **you** have no duty to supervise) for the purpose of interfering with, or causing the destruction of, another person's or entity's computer hardware, software, program, data, Web site or network connection; or
 - c. the improper use of, or failure to protect, any personal information (such as access passwords, bank account numbers, social security numbers or similar personal information), that is obtained or held electronically; or
 - d. the improper downloading or distribution of any computer application, software or

program in violation of any copyright law, or any applicable licensing, access or use agreement.

More than one such related error, or series of related errors, incidents or events will be considered a single **computer use error**.

3. **Computer supervision error** means the improper supervision of persons having access to **your** computer equipment, programs, network or data, but only if such improper supervision results in:
 - a. ~~personal injury~~, ~~emotional injury~~ or **financial damage** to another person or entity; or
 - b. **property damage** to tangible or intangible property owned by another person or entity; or
 - c. **emotional injury** to the person(s) being supervised.

More than one such related error, or series of related errors, incidents or events will be considered a single **computer supervision error**.

4. **Corruption act** means any act or conduct involving exhibitionism, voyeurism, the creation, distribution or display of pornography, sensual touching, sexually-explicit communication, or any similar act that may reasonably be anticipated to harm or corrupt a person.
5. **Electronic commerce error** means an error or series of errors involving:
 - a. the electronic transfer of any funds into or out of any savings, checking or other bank or financial institution account; or
 - b. the transmission of any credit card or debit card information through any Web site or other electronic communication network; or
 - c. any other similar electronic transmission of funds or electronic transmission of information providing access to funds.

More than one such related error, or series of related errors, incidents or events will be considered a single **electronic commerce error**.

For purposes of this endorsement, the defined term **Personal injury** will include the improper use of, or failure to protect, the personal information of another person or entity (such as access passwords, bank account numbers, social security numbers or similar personal information).

ADDITIONAL COVERAGES

COMPUTER USE LIABILITY COVERAGE -

We pay all sums that a **covered person** becomes legally obligated to pay as **damages** due to **property damage, personal injury or financial damage** to which this coverage applies. The injury or damage must arise out of one or more **computer use errors**, and the event or events causing the **property damage, personal injury or financial damage**:

- a. must be undertaken in connection with **your** religious not-for-profit or camp operations; and
- b. must be an **occurrence** taking place in the **coverage territory** during the **policy period**.

But this coverage will not apply to **loss** of any kind arising out of:

- a. any **electronic commerce error**, or any **computer supervision error** of any kind; or
- b. damage to, or destruction of, **your** computer equipment, data, software, programs, network connections or other tangible or intangible property of any kind.

ELECTRONIC COMMERCE LIABILITY COVERAGE -

We pay all sums that a **covered person** becomes legally obligated to pay as **damages** due to **personal injury or financial damage** to which this coverage applies. The injury or damage must arise out of one or more **electronic commerce errors**, and the event or events causing the **personal injury or financial damage**:

- a. must be undertaken in connection with **your** religious not-for-profit or camp operations; and
- b. must be an **occurrence** taking place in the **coverage territory** during the **policy period**.

But this coverage will not apply to **loss** of any kind arising out of:

- a. any **computer use error**, or any **computer supervision error** of any kind; or
- b. damage to, or destruction of, **your** computer equipment, data, software, programs, network connections or other tangible or intangible property of any kind.

COMPUTER SUPERVISION LIABILITY COVERAGE -

We pay all sums that a **covered person** becomes legally obligated to pay as **damages** due to **property damage, emotional injury or financial damage** to which this coverage applies. The injury or damage (as set forth in provisions a. through c. of the definition of **computer supervision error**) must arise out of one or more **computer supervision errors**, and the event or events causing the **property damage, emotional injury or financial damage**:

- a. must be undertaken in connection with **your** religious not-for-profit or camp operations; and
- b. must be an **occurrence** taking place in the **coverage territory** during the **policy period**.

But this coverage will not apply to **loss** of any kind arising out of:

- a. any **computer use error**, or any **electronic commerce error** of any kind; or
- b. damage to, or destruction of, **your** computer equipment, data, software, programs, network connections or other tangible or intangible property of any kind.

EXCLUSIONS

Each of the exclusions set forth in the Exclusions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverages provided by this endorsement, unless otherwise modified herein. The following exclusions apply to the Additional Coverages of this endorsement.

1. **We** do not pay for **bodily injury** of any kind.
2. **We** do not pay for **loss** of any kind if such **loss** arises out of any fraudulent or self-serving acts, willful harm, intimidation or harassment, or the violation of any local, state or federal criminal or racketeering statute committed by **you, your leaders** or **your** employees.
3. **We** do not pay for **loss** of any kind on behalf of any person:

- a. who intentionally causes any injury, damage, invasion of privacy or other **loss** to any other person or entity; or
 - b. who has, or who should have, a reasonable belief that their actions will result in injury, damage, invasion of privacy or other **loss** to another person or entity; or
 - c. who knowingly allows anyone under their supervision or control to: (1) cause any injury, damage, invasion of privacy or other **loss** to another person or entity, or (2) engage in any **corruption act**.
4. **We** do not pay for **loss** of any kind arising directly or indirectly out of or in connection with:
- a. any **sexual act**; or
 - b. any **corruption act**; or
 - c. the use of any sexually-explicit language or sexually-explicit content in connection with or in furtherance of any **sexual act** or any **corruption act**.

But this exclusion does not apply to **emotional injury** sustained by a person under the age of 16 who gains unauthorized access to sexually-explicit content on the Internet (without the knowledge or assistance of any **covered person**) as the result of a **computer supervision error**.

- 5. **We** do not pay for **loss** of any kind arising directly or indirectly out of or in connection with any **discriminatory act** of any kind.
- 6. **We** do not pay for **loss** of any kind arising directly or indirectly out of or in connection with any **counseling act** of any kind.
- 7. **We** do not pay for any fines or non-compensatory penalties, or for any **exemplary or punitive damages** awarded in any legal proceeding or assessed by any local, state or federal agency.
- 8. **We** do not pay for **loss** of any kind arising directly or indirectly out of or in connection with:
 - a. the creation, marketing, issuance or administration by **you** or **your leaders** of (1) any security or financial instrument (including, but not limited to, stocks, bonds, certificates, notes and other financial instruments); or (2) any fundraising or financing program of any kind; or
 - b. the violation by **you** or **your leaders** of any local, state or federal regulation or law relating to (1) any security or financial instrument (including, but not limited to, stocks, bonds, certificates, notes and other financial instruments); or (2) any fundraising or financing program of any kind; or
- 9. **We** do not pay for **loss** of any kind sustained by any **covered person** or by any of **your** past or present employees or job applicants. Nor do **we** pay for **loss** arising directly or indirectly out of or in connection with the administration of any **employee benefit program**.
- 10. **We** do not pay for **loss** of any kind arising directly or indirectly out of or in connection with any dispute involving the existence, validity or extent of title to any property, including disputes involving a determination of **your** interest in real, personal, or intangible property.
- 11. **We** do not pay for damage to, destruction of, or interference with **your** computer hardware, software, program, data, Web site, network connections or any other tangible or intangible property that **you** own, lease, use or borrow. Nor do **we** pay for **loss** of any kind arising directly or indirectly out of or in connection with any error, defect or deficiency in any computer hardware, software, program, data, Web site or network connection, regardless of who owns or has developed it.
- 12. **We** do not pay for **loss** of any kind if such **loss** or any **related loss** is, or has been, the basis of any **prior claim**.
- 13. **We** do not pay for **financial damage** of any kind if:
 - a. the event(s) that cause the **financial damage** occur prior to the date on which this coverage becomes effective; or
 - b. the event(s) that cause the **financial damage** occur after this coverage terminates; or
 - c. on the date that **we** first provide Computer-Related Coverage to **your** organization, **you** or **your leaders** are

aware that the alleged **financial damage** has been, is being, or will be, incurred by any person or entity; or

- d. on the date that **we** first provide Computer-Related Coverage to **your** organization, **you** or **your leaders** are aware of any prior situation that may reasonably be anticipated to result in a claim for **financial damage**.

14. **We** do not pay for **personal injury** or **emotional injury** arising directly or indirectly out of or in connection with the communication of any religious or spiritual content through any computer transmission, computer program, network or Web site.

15. **We** do not pay for:

- a. **personal injury** of any kind that arising directly or indirectly out of or in connection with any **computer supervision error** of any kind ; or
- b. **personal injury** involving any allegations of libel, slander or other defamatory conduct or communications; or
- c. **personal injury** or **emotional injury** of any kind arising directly or indirectly out of or in connection with the publication of information through any advertising, publishing, broadcasting or telecasting operation or facility that is owned or operated by **you**; or
- d. **personal injury** or **financial damage** arising directly or indirectly out of or in connection with the violation of any right protected by any copyright, slogan, trademark or trade name regulation or law, other than an unintentional violation that meets the definition of **computer use error** (Definition 2.d.); or
- e. **personal injury** or **financial damage** arising directly or indirectly out of or in connection with the intentional violation of any licensing, access or use agreement of any kind.

All other provisions of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to this endorsement, unless otherwise modified herein.

HOW MUCH WE PAY

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverages provided by this endorsement, unless otherwise modified herein.

OTHER PROVISIONS

Document comparison done by Workshare DeltaView on Wednesday, October 03, 2007
12:45:04 PM

Input:	
Document 1	file://H:/Policy Forms/BGL/BGL-87 AR 2-2.doc
Document 2	file://H:/Filings/BGL-21-BGL-87-BGL-234/BGL-87 AR 2-3.doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	2
Deletions	3
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	5

This Liability Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one liability coverage (Principal, Supplemental, or Additional) will apply to an **occurrence** and any **related loss**.

- PLEASE READ THIS CAREFULLY -

NURSES' PROFESSIONAL LIABILITY COVERAGE

CAMP, RETREAT, EDUCATIONAL FACILITIES AND NOT-FOR-PROFIT ORGANIZATIONS

AGREEMENT

We provide the Additional Coverage described in this endorsement, but only if *Nurse Liability* coverage is properly designated in the **Declarations** of this policy, and only if **you** are a camp, retreat, educational facility or a religious or not-for-profit organization.

DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following definitions apply only to the Additional Coverage of this endorsement.

1. **Covered person** means:
 - a. a registered nurse or licensed practical nurse who is specifically authorized to act in their professional capacity either as **your** employee or **your appointed person**, but only while acting as such; and
 - b. a student nurse, nurses' aide, or emergency medical technician who is specifically authorized to act in their professional capacity either as **your** employee or **your appointed person**, but only while acting as such, and only if such person is acting under the direct supervision of a registered nurse, (R.N.) or a medical doctor (M.D.).
2. **Medical occurrence** means any act or omission in the furnishing of professional medical nursing services by a **covered person**. Any such act or omission, together with all related acts or omissions in the furnishing of such services to any one person, shall be considered one **medical occurrence**.

SUPPLEMENTAL COVERAGE

Provision 2b. of the Incidental Medical Malpractice Injury section of the Commercial Liability Coverage Form (GL-100) is deleted to the extent that coverage is otherwise provided herein. The Incidental Medical Malpractice Coverage will continue to provide incidental coverage to **insureds** who are not medical professionals.

ADDITIONAL COVERAGE

NURSES' PROFESSIONAL LIABILITY COVERAGE-

We pay all sums ~~which~~that a **covered person** becomes legally obligated to pay as **damages** due to **bodily injury** to which this coverage applies. The **bodily injury** must be caused by a **medical occurrence**, and the event or events causing the **bodily injury**:

- a. must arise out of nursing activity undertaken as an incidental part of **your** school, camp, retreat or religious/not-for-profit organizational activities; and
- b. must be an **occurrence** taking place in the **coverage territory** and during the **policy period**.

This Additional Coverage does not apply, however, to any **medical occurrence**;

- a. involving any **sexual act** or **discriminatory act**; or
- b. arising out of any medical, nursing, home care, health care, hospice, or similar business ~~which~~that is owned or operated by **you**; or

c. that occurs at, or in connection with, any medical school or nursing school that is owned or operated by you.

EXCLUSIONS

Each of the exclusions set forth in the Exclusions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following exclusions apply to the Additional Coverage of this endorsement.

1. Exclusion 3 of the Exclusions that apply to Bodily Injury and Property Damage section of the Commercial Liability Coverage Form (GL-100) is modified as follows:

We do not pay for any **loss** that arises out of the rendering or failure to render a professional service other than those professional nursing services which are covered in the Nurses' Professional Liability Coverage herein, or those which are covered under the incidental medical malpractice coverage.

2. **We** do not pay for **damages** arising directly or indirectly out of the willful violation by a **covered person** of any statute, ordinance, or regulation related to the conduct of the nursing profession or medical profession.
3. **We** do not pay for injury arising directly or indirectly out of any criminal act, or caused by a person while under the influence of any intoxicant or controlled substance.
4. **We** do not pay for any fines or non-compensatory penalties, or for any **exemplary or punitive damages** of any kind.
5. The Additional Coverage herein does not apply to liability of others assumed by any **covered person** or **insured** under any contract or agreement.

HOW MUCH WE PAY

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverage provided by this endorsement, unless otherwise

modified herein. The following provision also applies to the Additional Coverage of this endorsement.

1. Other Liability Coverage-

Any liability coverage provided by this endorsement is excess over: (1) all other medical malpractice insurance; and (2) any other type of insurance or liability coverage plans, even is such insurance or plan:

a. is stated to be secondary, excess or contingent; or

b. has coverage available, but is not elected to be used.

OTHER PROVISIONS

Each of the other provisions of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to the Additional Coverage of this endorsement, unless otherwise modified herein.

Document comparison done by Workshare DeltaView on Wednesday, October 03, 2007
12:55:44 PM

Input:	
Document 1	file://H:/Policy Forms/BGL/BGL-234 AR 2-2.doc
Document 2	file://H:/Filings/BGL-21-BGL-87-BGL-234/BGL-234 AR 2-3.doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	13
Deletions	6
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	19