

SERFF Tracking Number: HNVR-125302227 State: Arkansas  
First Filing Company: Hanover American Insurance Company, ... State Tracking Number: AR-PC-07-026187  
Company Tracking Number: GL-CW-07420-01F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability;Industry Segment Filings  
Project Name/Number: Commercial General Liability;Industry Segment Filings/GL-CW-07420-01F

## Filing at a Glance

Companies: Hanover American Insurance Company, Massachusetts Bay Insurance Company, The Hanover Insurance Company

Product Name: Commercial General Liability;Industry Segment Filings SERFF Tr Num: HNVR-125302227 State: Arkansas  
TOI: 17.0 Other Liability - Claims Made/Occurrence SERFF Status: Closed State Tr Num: AR-PC-07-026187  
Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: GL-CW-07420-01F State Status:  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding  
Author: Ann-Marie Blute Disposition Date: 10/02/2007  
Date Submitted: 09/24/2007 Disposition Status: Approved  
Effective Date Requested (New): 10/24/2007 Effective Date (New):  
Effective Date Requested (Renewal): 10/24/2007 Effective Date (Renewal):

## General Information

Project Name: Commercial General Liability;Industry Segment Filings Status of Filing in Domicile:  
Project Number: GL-CW-07420-01F Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 10/02/2007  
State Status Changed: 09/24/2007 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:  
Effective October 24, 2007 for both new and renewal policies, we wish to file Commercial General Liability endorsements for use with both monoline and package policies. Please refer to the attached documents for further details of the filing.

The following documents are attached:

- CPP & Monoline General Liability Endorsements Explanatory Memorandum

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- Nine endorsements for filing

The rates and rules associated with these forms are exempt from filing requirements so they will be maintained in our offices in a “desk” filing.

If you should have any questions or need additional information, please feel free to contact our office. Thank you for your time and attention to this matter.

## Company and Contact

### Filing Contact Information

Ann-Marie T. Blute, State Filings Consultant Ablute@hanover.com  
 440 Lincoln Street (508) 855-3234 [Phone]  
 Worcester, MA 01653 (508) 855-4786[FAX]

### Filing Company Information

Hanover American Insurance Company 440 Lincoln Street Worcester, MA 01653 (508) 855-1000 ext. [Phone]	CoCode: 36064 Group Code: 88  Group Name: The Hanover Ins Group FEIN Number: 04-3063898 -----	State of Domicile: New Hampshire Company Type: Property & Casualty State ID Number:
Massachusetts Bay Insurance Company 440 Lincoln Street Worcester, MA 01653 (508) 855-1000 ext. [Phone]	CoCode: 22306 Group Code: 88  Group Name: The Hanover Ins Group FEIN Number: 04-2217600 -----	State of Domicile: New Hampshire Company Type: Property & Casualty State ID Number:
The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653	CoCode: 22292 Group Code: 88  Group Name: The Hanover Ins	State of Domicile: New Hampshire Company Type: Property & Casualty State ID Number:

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**Group**

(508) 855-1000 ext. [Phone]

FEIN Number: 13-5129825

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*SERFF Tracking Number:*      *HNVR-125302227*                      *State:*                      *Arkansas*  
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## **Filing Fees**

*Fee Required?*                      *Yes*  
*Fee Amount:*                      *\$50.00*  
*Retaliatory?*                      *No*  
*Fee Explanation:*                      *\$50 per form filing.*  
*Per Company:*                      *No*

<i>COMPANY</i>	<i>AMOUNT</i>	<i>DATE PROCESSED</i>	<i>TRANSACTION #</i>
<i>The Hanover Insurance Company</i>	<i>\$0.00</i>	<i>09/24/2007</i>	
<i>Massachusetts Bay Insurance Company</i>	<i>\$0.00</i>	<i>09/24/2007</i>	
<i>Hanover American Insurance Company</i>	<i>\$0.00</i>	<i>09/24/2007</i>	

<i>CHECK NUMBER</i>	<i>CHECK AMOUNT</i>	<i>CHECK DATE</i>
<i>0021582316</i>	<i>\$50.00</i>	<i>08/17/2007</i>

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/02/2007	10/02/2007

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## Disposition

Disposition Date: 10/02/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum and Filing Cover Letter.	Approved	Yes
Form	Other Coverage Amendment	Approved	Yes
Form	Exclusion - Communicable Disease	Approved	Yes
Form	Exclusion - Electromagnetic Radiation	Approved	Yes
Form	Exclusion - Aircraft Products, Grounding, And Testing	Approved	Yes
Form	Other Insurance - Primary and Non-Contributory (Additional Insured)	Approved	Yes
Form	Hospitality Services Errors and Omissions Insurance	Approved	Yes
Form	Supplementary Payments - Restaurants	Approved	Yes
Form	Amendment - Aggregate Limits of Insurance Per Location	Approved	Yes
Form	Medical Payments - Restaurants	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Other Coverage Amendment	421-0361	12 05	Endorsement/Amendment/Conditions	New	0.00	421-0361 12 05 Other Coverage Amendment - Antistacking.pdf
Approved	Exclusion - Communicable Disease	421-0441	02 07	Endorsement/Amendment/Conditions	New	0.00	421-0441 02 07 Exclusion - Communicable Disease.pdf
Approved	Exclusion - Electromagnetic Radiation	421-0444	04 07	Endorsement/Amendment/Conditions	New	0.00	421-0444 04 07 Exclusion - Electromagnetic Radiation.pdf
Approved	Exclusion - Aircraft Products, Grounding, And Testing	421-0451	06 07	Endorsement/Amendment/Conditions	New	0.00	421-0451 06 07 Exclusion - Aircraft Products, Grounding a.pdf
Approved	Other Insurance - Primary and Non-Contributory (Additional Insured)	421-0452	06 07	Endorsement/Amendment/Conditions	New	0.00	421-0452 06 07 Other Insurance - Primary & Non Contributor.p

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Approval	Description	Policy No	Effective Date	Endorsement	Amount	File Name
Approved	Hospitality Services Errors and Omissions Insurance	421-0453	07 07	Endorsement/Amendment/Conditions	0.00	421-0453 07 07 Hospitality Servies E and O Insurance.pdf
Approved	Supplementary Payments - Restaurants	421-0454	07 07	Endorsement/Amendment/Conditions	0.00	421-0454 07 07 Supplement ary Payments Restaurants.pdf
Approved	Amendment - Aggregate Limits of Insurance Per Location	421-0455	07 07	Endorsement/Amendment/Conditions	0.00	421-0455 07 07 Amendment-Aggregate Limits of Ins Per Locat.pdf
Approved	Medical Payments - Restaurants	421-0456	07 07	Endorsement/Amendment/Conditions	0.00	421-0456 07 07 Medical Payments Restaurants.pdf



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

**Other Coverage Amendment**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

For the purpose of this endorsement only, the following is added to Section III. Limits of Insurance:

Regardless of the Limits specified in the Declarations of this policy, if any "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" covered by this policy is also covered by any other policy issued by us or any company affiliated with us, then:

1. The maximum that we will pay for all such "Bodily Injury" or "Property Damage" will be the highest applicable Each Occurrence Limit under any one of those policies; and
2. The maximum that we will pay for all such "Personal and Advertising Injury" will be the highest applicable Personal and Advertising Injury Limit under any one of those policies; and
3. If this policy does not represent the highest applicable Each Occurrence Limit or Personal and Advertising Injury Limit, then the insurance provided by this policy does not apply to such "Bodily Injury", "Property Damage" or "Personal and Advertising Injury".

All other terms of the policy remain the same.

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

**EXCLUSION - COMMUNICABLE DISEASE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the transmission of any "communicable disease".

For the purposes of this endorsement, the following definition applies:

"Communicable disease" means a disease or condition whose causative agents may be passed between individuals in any way, including but not limited to viral hepatitis-A, viral hepatitis-B, herpes, syphilis, gonorrhea, Chlamydia, acquired immune deficiency syndrome, AIDS-Related Complex (ARC) human immunodeficiency virus (HIV), chicken pox, measles, mumps, influenza, scarlet fever, leprosy, tuberculosis and respiratory infections.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **Exclusion - ELECTROMAGNETIC RADIATION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out "electromagnetic fields", "electromagnetic radiation", "electromagnetism" or "telecommunication electromagnetic radiation".

For the purposes of this endorsement, the following definitions apply:

- a. "Electromagnetic fields" means any field or force made up of associated electric and magnetic components;
- b. "Electromagnetic radiation" means Magnetic energy, waves, fields or forces generated, produced, distributed, transmitted or maintained

by charges, currents, frequencies, energy or forces of electricity;

c. "Electromagnetism" means magnetism developed by a current of electricity.

d. "Telecommunication Electromagnetic Radiation" means any microwave or radio frequency signal produced by or emanating from any telecommunication related product, device or equipment, including any component part, used in connection with or transmission of any such signal.

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

**EXCLUSION - AIRCRAFT PRODUCTS, GROUNDING, AND TESTING**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. "Aircraft products" or reliance upon any representation or warranty made with such product; or
2. The "Grounding" of any aircraft; or
3. The "Testing" of any aircraft.

"Aircraft products" mean:

1. Aircraft, including but not limited to missiles or spacecraft, or any other aircraft goods or products you manufacture, sell, handle or distribute; or
2. Aircraft and any ground support or control equipment used in connection therewith; or
3. Any product provided by the insured and installed or used in connection with any aircraft; or
4. Any tooling used in respect to any aircraft; or
5. Training and Navigational aids, instructions, manuals, blueprints, engineering or other data in connection with any aircraft; or
6. Any advice, service or labor supplied in connection with any aircraft; or
7. Services you or others trading under your name provide or recommend for use in the manufacture, repair, operation, maintenance or use of any aircraft.

"Grounding" means:

The withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft, due to the existence of or alleged or suspected existence of:

- a. any defect, fault or condition in such aircraft or any part sold, handled or distributed by you or that is manufactured, assembled or processed by any other person or organization

according to your specifications, plans, suggestions, orders or drawings; or

- b. any defect, fault or condition with tools, machinery or other equipment furnished to such persons or organizations by you

Whether such withdrawn aircraft are owned or operated by the same or different persons or organizations.

"Grounding" shall be deemed to commence on the date of an "occurrence" which discloses the necessity of "grounding" or on the date of an aircraft is first withdrawn from service because of such condition, whichever occurs first.

"Testing," means examination, observation, evaluation or measuring of the performance of "aircraft products", while either in the air or on the ground.

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

**Other Insurance – Primary and Non-Contributory  
(Additional Insured)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **Section IV – Commercial General Liability Conditions:**

**4. Other Insurance**

**d. Additional Insureds**

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **Section II – Who is An Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

**1. Primary Insurance**

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- i. For the sole negligence of the Additional Insured;

- ii. when the Additional Insured is an Additional Insured under another primary liability policy; or
- iii. when **2.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **3.** below.

**2. Excess Insurance**

This insurance is excess over:

- (1)** Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**(b)** That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

**(c)** That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

**(d)** If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

### **3. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## HOSPITALITY SERVICES ERRORS AND OMISSIONS INSURANCE

IN CONSIDERATION OF ADDITIONAL PREMIUM CHARGED, THE FOLLOWING ENDORSEMENT IS ADDED TO THE POLICY. PLEASE READ IT CAREFULLY AS IT CHANGES THE POLICY.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Hospitality Services Errors and Omission Occurrence Limit \$**

**Hospitality Services Errors and Omission Aggregate Limit \$**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Except for the insurance provided by this endorsement, the Coverage Part to which this endorsement is attached does not apply to any claim or "suit" seeking damages arising out of rendering or failure to render "hospitality services".

### The following is added to SECTION I - COVERAGES

#### Coverage D Hospitality Services Errors and Omissions

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" arising out of the rendering or failure to render "hospitality services" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance;
  - (2) Our obligation to pay "damages" on your behalf applies only to the amount of "damages" in excess of a \$250 per "occurrence" deductible; and

- (3) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage D.

b. This insurance applies to "damages" only if:

- (1) The "damages" are caused by the rendering or failure to render "hospitality services" that takes place in the "coverage territory"; and
- (2) The "damages" occur during the policy period.

##### 2. Exclusions

Solely with respect to the "hospitality services" errors and omissions insurance provided by this endorsement, the following exclusions apply.

The following exclusions apply even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

This insurance does not apply to any claims:

**a. Expected Or Intended Injury**

arising out of any intentional, dishonest, fraudulent, criminal, wrongful or malicious act, error or omission, committed by, knowingly allowed or directed by any insured, including the willful or reckless violation of any statute.

**b. "Bodily Injury" or "Property Damage" or "Personal and Advertising Injury"**

arising out of "bodily injury" or "property damage" or "personal and advertising injury".

**c. Discrimination**

arising out of any actual or alleged "discrimination".

**d. Liquor Liability**

arising out of or for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

**e. Weather**

arising out of any adverse weather conditions, including but not limited to natural disasters.

**f. Professional Services**

arising out of the rendering or failure to render the following professional services by any insured:

- (1) Notarizing, legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Engineering services, construction services, or property developer including related supervisory or inspection services;
- (4) Medical or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (7) Any equipment or process used to tan skin;
- (8) Body massage other than facial massage;

(9) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy.

(10) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, body building or physical training programs.

**g. Unauthorized Access**

arising out of any access to, or use of a computer, computer system or computer network by an unauthorized person or persons or an authorized person in an unauthorized manner.

**h. Detrimental Code**

arising out of any computer virus, program, routine, sub-routine, Trojan horse, worm, script or other code or code string that destroys, alters or corrupts any electronic data, computer or computer system.

**i. Cost Guarantees**

arising out of any cost guarantees, or estimates of, or exceeding probable costs; or any actual or alleged guaranty, warranty, promise, expressed or implied, or verbal or written, relating to cost savings.

**j. Over-Redemption**

arising out of "over-redemption" of coupons, awards, or prizes from advertisements, promotions, games, sweepstakes, contests, and games of chance.

**k. Contractual Liability**

arising out of liability you assume under any contract or agreement, including but not limited to, any contract price, cost guarantee or cost estimate being exceeded; however, this exclusion does not apply to liability you would have in the absence of such contract or agreement;

**l. Fee Disputes**

arising out of disputes involving:

- (1) your fees or charges, including over-charges, or cost over-runs;
- (2) collecting your fees from third parties;

- (3) the return of fees or other compensation paid to you; or
- (4) your cost of correcting or re-performing or completing any "hospitality services";

**m. Real Estate Agent, Broker or Property Manager**

- (1) arising out of or connected with the formulation, promotion, syndication, offer, sale or management of any limited partnership, general partnership, real estate investment trust or other security, including any interest therein;
- (2) arising out of any insured notarizing, certifying or acknowledging any signature not signed before such insured at the time of such notarization, certification or acknowledgment; or
- (3) arising out any timeshare sales or real property provided by any insured or any real estate broker who is either employed by, or performing work on behalf of, any insured in such capacity.
- (4) arising out of the failure to disclose or misrepresentation of information relating to the condition of property for an intended use.
- (5) arising out of physical changes or modifications to accommodate or comply with any law prohibiting discrimination including but not limited to the American with Disabilities Act of 1990 or any similar federal, state or local law or regulation.

**n. Privacy**

arising out of any alleged or actual violation of any person or entity's privacy rights;

**o. Funds Management**

arising out of:

- (1) any actual or alleged theft, stealing, conversion, commingling, embezzlement or misappropriation by any person of any money, funds, securities, assets or other legal tender, or any actual or alleged failure to return or collect any money, funds, securities, assets or other legal tender;

- (2) failure to collect, pay or return commissions or deposits or amounts charged or paid for your "hospitality services".

**p. Cost to Correct**

arising out of your cost to correct, re-perform, or complete any "hospitality services". However, this exclusion does not apply to extra expenses that are over and above the amount agreed upon for your "hospitality services", which are incurred by your customers to procure comparable replacement for such "hospitality services" due to your error or omission.

**q. Tour Operator**

arising out of tour services other than organizing and conducting land tours on public roads and making of reservations for such tours.

**r. Mental Anguish**

Arising out of any mental anguish, mental suffering, mental injury, shock, anxiety, depression, embarrassment, humiliation, fear, grief, distress or emotional pain.

**C. SECTION II - WHO IS AN INSURED**

The following is added to **SECTION II - WHO IS AN INSURED**:

Under **Section II – Who Is An Insured, Part 2.**

**a. (1) (d)** is amended as follows:

- (d) Arising out of his or her providing or failing to provide "hospitality services". However, your "employees" are insured with respect to their providing or failing to provide "hospitality services".

**D. SECTION III - LIMITS OF INSURANCE**

The following is added to **SECTION III - LIMITS OF INSURANCE**:

**SECTION III - LIMITS OF INSURANCE**

The following is added to **SECTION III - LIMITS OF INSURANCE**:

- a.** The Limits of Insurance shown in the Schedule or Declaration and the rules below fix the most we will pay regardless of the number of:

- 1) Insureds;
  - 2) Claims made or "suits" brought; or
  - 3) Persons or organizations making claims or bringing "suits".
- b. The Hospitality Services Errors and Omission Aggregate Limit is the most we will pay for all damages because of or arising in any way out of "hospitality services" to which this insurance applies.
- c. Subject to the Hospitality Services Errors and Omission Aggregate Limit, the Hospitality Services Errors and Omission Occurrence Limit is the most we will pay for all damages sustained in any one "occurrence".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. SECTION IV – CONDITIONS**

1. For the purposes of the coverage provided by this endorsement, the following is added to **Paragraph 4. Section IV - Conditions** :
- d. **Other Insurance**
- (1) The insurance provided by this coverage endorsement is excess over any other valid and collectable insurance or agreement of indemnity available to the insured.
  - (2) When this insurance is excess, we have no duty to investigate or defend any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

2. Under **Section IV – Conditions, Paragraph 10** is added as follows:

**10. Deductible**

The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suits" seeking those "damages"; and
2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**F. SECTION V – DEFINITIONS**

- a. The following definitions are hereby added:

23. "Damages" means any compensatory amount that the insured shall be legally obligated to pay for judgments rendered against the insured, or settlements negotiated with our written consent. "Damages" shall not include:

- i. any amounts for which you are not financially liable or for which there is no legal recourse against you;
- ii. the costs and expenses of complying with any injunctive, non-monetary or other form of equitable relief;
- iii. fines, penalties, or taxes;
- iv. matters that may be deemed uninsurable under the law; or
- v. any cost of replacement of "your product" or "your work".

24. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established

by any federal, state or local statutes, rules or regulations.

- 25.** "Over-redemption" means price discounts, prizes, awards or other valuable consideration given in excess of the total contracted or expected amount.
- 26.** "Hospitality Services" means meeting, restaurant, banquet or catering services and event planning you provide to your customers in the conduct of your business as a hotel, inn, motel, restaurant, golf club or fitness club, or food service provider.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## **SUPPLEMENTARY PAYMENTS – RESTAURANTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following provision is added to  
**Supplementary Payments – Coverage A  
and B paragraph 1. :**

- h.** Up to an aggregate limit of \$5,000 during the policy period, all reasonable expenses incurred by you for inoculations and similar measures, which are taken to prevent the spread of Hepatitis A virus, salmonella, listeriosis, and other gastrointestinal bacterial

infections, which are transmitted to persons through the ingestion of “your product”. We will not pay for inoculations given to you, your “employees” or relatives of your “employees”. No one will be entitled to receive duplicate payments for the same element of loss under this Supplement Payments and Coverage A, Coverage B or Coverage C.

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

**AMENDMENT – AGGREGATE LIMITS OF INSURANCE PER LOCATION**

This endorsement modifies insurance provided under the following:

**LIQUOR LIABILITY COVERAGE FORM**

**Section III – Limits of Insurance, Item 2.** is replaced with the following:

2. The Aggregate Limit is the most we will pay for all “injury” as the result of selling, serving or furnishing of alcoholic beverages. The Aggregate Limit applies separately to each of your “Locations” owned by or rented to you and

described in the Liquor Liability Declarations.

“Locations” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## MEDICAL PAYMENTS - RESTAURANTS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **Section 1., Coverage C Medical Payments, 1.,a.:**

(4) Arising out of "your product" and included in the "products – completed operations hazard" involving the serving and consumption of food products on your premises.

2. Under **Section I – Coverage C Medical Payments**, paragraph **a. (2)** is replaced in its entirety by the following:

(2) The expenses are incurred and reported to us within 3 years of the date of the accident; and

3. **Section 1., Coverage C Medical Payments, Exclusion 2.f.** is replaced by the following:

**f. Products – Completed Operations Hazard**

Included within the "products – completed operations hazard".

This exclusion does not apply to medical expense involving the serving and consumption of food products on your premises.

*SERFF Tracking Number:*      *HNVR-125302227*                      *State:*                      *Arkansas*  
*First Filing Company:*      *Hanover American Insurance Company, ...*      *State Tracking Number:*      *AR-PC-07-026187*  
*Company Tracking Number:*      *GL-CW-07420-01F*  
*TOI:*                      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*                      *17.0001 Commercial General Liability*  
*Product Name:*                      *Commercial General Liability;Industry Segment Filings*  
*Project Name/Number:*              *Commercial General Liability;Industry Segment Filings/GL-CW-07420-01F*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: HNVR-125302227 State: Arkansas  
First Filing Company: Hanover American Insurance Company, ... State Tracking Number: AR-PC-07-026187  
Company Tracking Number: GL-CW-07420-01F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability;Industry Segment Filings  
Project Name/Number: Commercial General Liability;Industry Segment Filings/GL-CW-07420-01F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 10/02/2007

**Comments:**

Uniform Transmittal Documents are attached.

**Attachments:**

AR P&C Trans Document - Forms.pdf  
AR Form Flg Schedule.pdf

**Satisfied -Name:** Explanatory Memorandum and Filing Cover Letter. **Review Status:** Approved 10/02/2007

**Comments:**

Explanatory memorandum and filing cover letter are attached.

**Attachments:**

Countrywide Forms Explanatory Memorandum.pdf  
ARFormFilingCoverLetter.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> 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: 50%; 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					

<b>3.</b>	<b>Group Name</b>	<b>Group NAIC #</b>			
	The Hanover Insurance Group	0088			
<b>4.</b>	<b>Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>
	The Hanover Insurance Company	NH	22292	13-5129825	
	Massachusetts Bay Insurance Company	NH	22306	04-2217600	
	Hanover American Insurance Company	NH	36064	04-3063898	

<b>5. Company Tracking Number</b>	GL-CW-07420-01F
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6.</b>	<b>Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
	Ann-Marie T. Blute 440 Lincoln Street Worcester MA 01653	Senior State Filings Consultant	508-855-3234	508-855-4786	ablute@hanover.com
<b>7.</b>	Signature of authorized filer		<i>Ann-Marie T. Blute</i>		
<b>8.</b>	Please print name of authorized filer		Ann-Marie T. Blute		

**Filing Information** (see General Instructions for descriptions of these fields)

<b>9.</b>	<b>Type of Insurance (TOI)</b>	17.000; Other Liability			
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	17.0001; Commercial General Liability			
<b>11.</b>	<b>State Specific Product code(s) (if applicable) [See State Specific Requirements]</b>	N/A			
<b>12.</b>	<b>Company Program Title (Marketing Title)</b>	N/A			
<b>13.</b>	<b>Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14.</b>	<b>Effective Date(s) Requested</b>	New:	10/24/2007	Renewal:	10/24/2007
<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>16.</b>	<b>Reference Organization (if applicable)</b>	N/A			
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	N/A			
<b>18.</b>	<b>Company's Date of Filing</b>	09/24/2007			
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

## Property & Casualty Transmittal Document

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	GL-CW-07420-01F
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Effective October 24, 2007 for both new and renewal policies, we wish to file Commercial General Liability endorsements for use with both monoline and package policies. Please refer to the attached documents for further details of the filing.

The following documents are attached:

- CPP & Monoline General Liability Endorsements Explanatory Memorandum
- Nine endorsements for filing

The rates and rules associated with these forms are exempt from filing requirements so they will be maintained in our offices in a "desk" filing.

If you should have any questions or need additional information, please feel free to contact our office. Thank you for your time and attention to this matter.

<b>22.</b>	<b>Filing Fees</b> (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]
	<b>Check #:</b> 0021582316 <b>Amount:</b> \$50.00
	<b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b>

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

**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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	GL-CW-07420-01F
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Other Coverage Amendment	421-0361 12 05	x New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
02	Exclusion - Communicable Disease	421-0441 02 07	x New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
03	Exclusion - Electromagnetic Radiation	421-0444 04 07	x New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
04	Exclusion Aircraft Products, Grounding, and Testing	421-0451 06 07	x New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
05	Other Insurance - Primary and Non-Contributory (Additional Insured)	421-0452 06 07	x New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
06	Hospitality Services Errors and Omissions Insurance	421-0453 07 07	x New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
07	Supplementary Payments - Restaurants	421-0454 07 07	x New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
08	Amendment - Aggregate Limits of Insurance Per Location	421-0455 07 07	x New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
09	Medical Payments - Restaurants	421-0456 07 07	x New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



## **CPP & Monoline General Liability Policies** **Explanatory Memorandum**

Our companies wish to file the following attached endorsements for use with commercial package policies and monoline general liability policies:

**421-0361 12 05 Other Coverage Amendment** is being filed to give The Hanover Insurance Group the flexibility to write more than one policy for a named insured when necessary without stacking general liability limits. The Hanover Insurance Group sometimes has to issue multiple policies due to operating system constraints or due to state filings in regards to approved writing companies. The form is currently filed for use with our Educational Institution product in KY, MA, MI, MN, IL, IN, OH, NH and TN. This filing will make the form available to all our insureds on a countrywide basis.

**421-0441 02 07 Exclusion – Communicable Disease** is being filed to allow The Hanover Insurance Group underwriters added flexibility to write classes of business for which the rates do not contemplate communicable disease exposure (for example schools). The form is currently filed for use with our Educational Institution product in KY, MA, MI, MN, IN, OH, NH and TN. This filing will make the form available to all our insureds countrywide except for IL.

**421-0444 04 07 Exclusion – Electromagnetic Radiation** is being filed to allow The Hanover Insurance Group underwriters added flexibility to write classes of business for which the rates do not contemplate the electromagnetic radiation exposure (for example, radio stations with towers). This form is being filed on a countrywide basis.

**421-0451 06 07 Exclusion Aircraft Products, Grounding, and Testing** is being filed to allow The Hanover Insurance Group underwriters added flexibility to write classes of business for which the rates do not contemplate aircraft products exposures (for example, a machine shop which produces multiple products among which are aircraft parts). This form is being filed on a countrywide basis.

**421-0452 06 07 Other Insurance – Primary and Non-Contributory (Additional Insured)** is being filed in response to requests by our insureds. Our insureds are frequently required in contracts to add an additional insured to their policy and to provide certificates of insurance stating that the insured's insurance provides coverage on a primary and non-contributory basis. This form is being filed on a countrywide basis.

**421-0453 07 07 Hospitality Services Errors and Omissions Insurance** This endorsement amends coverage provided under the General Liability Form CG 0001 through which Errors and Omissions coverage is provided for Insured's Hospitality Services as defined in the form. It is optional endorsement available to Hospitality operations.



**421-0454 07 07 Supplementary Payments- Restaurants**

This endorsement is tailored to fit the needs of an insured operating hotel or motel facilities. This endorsement provides coverage for reasonable expenses taken to prevent the spread of specific diseases which are transmitted to persons through the ingestion of food. There is no charge for this endorsement. This endorsement is optional.

**421-0455 07 07 Amendment – Aggregate Limits of Insurance per Location**

This endorsement is tailored to fit the needs of an insured with a liquor exposure. This endorsement provides that the Aggregate Limit of Insurance applies separately at each insured location with regards to Liquor Liability Coverage. There is no charge for this endorsement. This endorsement is optional.

**421-0456 07 07 Medical Payments- Restaurants**

This endorsement is tailored to fit the needs of an insured operating restaurants. This endorsement provides Medical Payments coverage arising out of our insured's product and included in the products completed operations hazard and extends the reporting of Medical Payments claims to three years. There is no charge for this endorsement. This endorsement is optional.



September 24, 2007

Honorable Julie Benafield Bowman  
Commissioner of Insurance  
State of Arkansas  
1200 West Third Street  
Little Rock, AR 72201-1904

Attn.: Ms. Lenita Blasingame

RE: Commercial General Liability  
Form Filing  
Hanover Insurance Company - NAIC: 088-22292  
Massachusetts Bay Insurance Company - NAIC: 088-22306  
Hanover American Insurance Company - NAIC: 088-36064  
Filing Number: GL-CW-07420-01F

Dear Ms. Blasingame:

Effective October 24, 2007 for both new and renewal policies, we wish to file Commercial General Liability endorsements for use with both monoline and package policies. Please refer to the attached documents for further details of the filing.

The following documents are attached:

- CPP & Monoline General Liability Endorsements Explanatory Memorandum
- Nine endorsements for filing.

The rates and rules associated with these forms are exempt from filing requirements so they will be maintained in our offices in a "desk" filing.

If you should have any questions or need additional information, please feel free to contact our office. Thank you for your time and attention to this matter.

Very truly yours,

Ann-Marie T. Blute  
Senior State Filings Consultant  
Telephone: (508) 855-3234  
Facsimile: (508) 855-4786  
E-Mail: [ablute@hanover.com](mailto:ablute@hanover.com)