

SERFF Tracking Number: PHLX-125294564 State: Arkansas
Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: AR-PC-07-026117
Company Tracking Number: ML AR0030802F01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Volunteer Fire
Project Name/Number: Volunteer Fire/ML AR0030802F01

Filing at a Glance

Company: Philadelphia Indemnity Insurance Company

Product Name: Volunteer Fire SERFF Tr Num: PHLX-125294564 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: AR-PC-07-026117
Made/Occurrence
Sub-TOI: 17.0000 Other Liability Sub-TOI Co Tr Num: ML AR0030802F01 State Status:
Combinations
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith
Roberts, Brittany Yielding
Author: SPI PhiladelphiaIndemnity Disposition Date: 10/02/2007
Date Submitted: 09/18/2007 Disposition Status: Approved
Effective Date Requested (New): 10/20/2007 Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):

General Information

Project Name: Volunteer Fire Status of Filing in Domicile:
Project Number: ML AR0030802F01 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 10/02/2007
State Status Changed: 09/18/2007 Deemer Date:
Corresponding Filing Tracking Number:

Filing Description:

The Philadelphia Indemnity Insurance Company files for your review, and where required approval, liability forms as part of a Volunteer Fire program. This is a new package program designed to provide specific tailored coverages for the unique risks presented by volunteer firefighting, ambulance and rescue related exposures. The attached forms include: (1) an endorsement modifying our independent Flexi Plus Five policy; (2) an endorsement modifying our independent Commercial Excess Liability policy, and (3) a Volunteer Fire Department Commercial General Liability Coverage Form and endorsements modifying the Commercial General Liability Coverage Form.

Corresponding rule pages describing forms usage and providing any applicable premium information will be filed under

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separate cover.

The attached forms are new and do not replace any existing forms.

Also included are Filing Memoranda providing additional details about this filing and a Comparison Form contrasting coverage under the Volunteer Fire Department Commercial General Liability Coverage Form with coverage under the ISO Commercial General Liability Coverage Form. We will use any applicable ISO amendatories currently filed on our behalf.

Company and Contact

Filing Contact Information

Gary Corbi, Senior Compliance Analyst

One Bala Plaza (610) 617-5980 [Phone]
 Bala Cynwyd, PA 19004 (866) 374-1070[FAX]

Filing Company Information

Philadelphia Indemnity Insurance Company	CoCode: 18058	State of Domicile: Pennsylvania
One Bala Plaza	Group Code: 677	Company Type:
Suite 100		
Bala Cynwyd, PA 19004	Group Name: Philadelphia Insurance Companies	State ID Number:
(610) 617-7900 ext. [Phone]	FEIN Number: 231738402	

Filing Fees

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

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
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42133 \$50.00 09/13/2007

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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.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Commercial Excess Liability Filing Memo, General Liability Filing Memo, Flexi Plus Five Filing Memo	Approved	Yes
Supporting Document	PI-VF-041 Forms Comparison	Approved	Yes
Supporting Document	Arkansas FORMS Filing Letter	Approved	Yes
Form	Volunteer Fire Department Amendatory	Approved	Yes
Form	Volunteer Fire Department Commercial General Liability Coverage Form	Approved	Yes
Form	Exclusion - Designated Contract or Agreement	Approved	Yes
Form	Exclusion - Failure to Supply Water	Approved	Yes
Form	Additional Insured - Designated Person or Organization	Approved	Yes
Form	Exclusion - All Hazards in Connection with Designated Premises or Operations	Approved	Yes
Form	Exclusion - Described Hazards (Carnivals, Circuses, Fairs and Field Days)	Approved	Yes
Form	Exclusion - Firefighting and Emergency Operations	Approved	Yes
Form	Motor Sports or Activities	Approved	Yes
Form	Exclusion - Fireworks	Approved	Yes
Form	Operation of Customers Autos on Garage Premises	Approved	Yes
Form	Exclusion - Asbestos Liability	Approved	Yes
Form	Exclusion - Lead Liability	Approved	Yes
Form	Limitation of Coverage to Designated Named Insured	Approved	Yes
Form	Boats	Approved	Yes
Form	Volunteer Fire Department Pro-Pak Elite Enhancement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Volunteer Fire Department Amendatory	PI-VF-029	(04/07)	Other	New		0.00	PI-VF-029.PDF
Approved	Volunteer Fire Department Commercial General Liability Coverage Form	PI-VF-041	(04/07)	Other	New		0.00	PI-VF-041.PDF
Approved	Exclusion - Designated Contract or Agreement	PI-VF-042	(04/07)	Other	New		0.00	PI-VF-042.PDF
Approved	Exclusion - Failure to Supply Water	PI-VF-043	(04/07)	Other	New		0.00	PI-VF-043.PDF
Approved	Additional Insured - Designated Person or Organization	PI-VF-044	(04/07)	Other	New		0.00	PI-VF-044.PDF
Approved	Exclusion - All Hazards in Connection with Designated Premises or Operations	PI-VF-045	(04/07)	Other	New		0.00	PI-VF-045.PDF
Approved	Exclusion - Described Hazards (Carnivals, Circuses, Fairs and Field Days)	PI-VF-046	(04/07)	Other	New		0.00	PI-VF-046.PDF
Approved	Exclusion -	PI-VF-048	(04/07)	Other	New		0.00	PI-VF-

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	Firefighting and Emergency Operations						048.PDF
Approved	Motor Sports or Activities	PI-VF-049 (04/07)	Other	New	0.00		PI-VF- 049.PDF
Approved	Exclusion - Fireworks	PI-VF-050 (04/07)	Other	New	0.00		PI-VF- 050.PDF
Approved	Operation of Customers Autos on Garage Premises	PI-VF-051 (04/07)	Other	New	0.00		PI-VF- 051.PDF
Approved	Exclusion - Asbestos Liability	PI-VF-052 (04/07)	Other	New	0.00		PI-VF- 052.PDF
Approved	Exclusion - Lead Liability	PI-VF-053 (04/07)	Other	New	0.00		PI-VF- 053.PDF
Approved	Limitation of Coverage to Designated Named Insured	PI-VF-054 (04/07)	Other	New	0.00		PI-VF- 054.PDF
Approved	Boats	PI-VF-055 (04/07)	Other	New	0.00		PI-VF- 055.PDF
Approved	Volunteer Fire Department Pro- Pak Elite Enhancement	PI-NPD- 84 (04/07)	Other	New	0.00		PI-NPD- 84.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VOLUNTEER FIRE DEPARTMENT AMENDATORY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY POLICY

- I. Section I – Coverage, Subsection 3. Exclusions, Paragraphs (j), (k) and (l) are deleted in their entirety.
- II. Section IV – Conditions, Subsection 5. Duties in the Event of Occurrence or Offense, Claim or Suit is amended as follows:
 - A. Paragraph (a) is deleted and replaced with:
 - (a) You must see to it that we are notified as soon as practicable of an “occurrence” or an “offense” which may result in a claim under this insurance. Notice should include:
 - B. Paragraph (b) is deleted and replaced with:
 - (b) If a claim or “suit” is brought against any insured which may result in a claim against this insurance, you must see to it that we receive notice as soon as practicable of the claim or “suit”.

VOLUNTEER FIRE DEPARTMENT COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" 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 for "bodily injury" or "property damage" 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**; and
- (2) 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 **COVERAGES A, B, or D** or medical expenses under **COVERAGE C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS — COVERAGES A, B, AND D**.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 2.a. of **SECTION II – WHO IS AN INSURED** authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in Paragraph **b.(3)** above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in Paragraph **b. (3)** above:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force taken to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" 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.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) Any "volunteer worker," if you provide or are required to provide any benefits for such "volunteer worker" under any workers' compensation law, disability benefits law, or any similar law; or
- (3) The spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of paragraph (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor; or
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire."
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants."
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

Notwithstanding the above this exclusion does not apply to:

- (1)** "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or
- (2)** "Training activities"; or
- (3)** Water runoff from the cleaning of equipment used in "emergency operations"; or
- (4)** "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire" at or from any site or "location" in connection with operations described in **(1)**, **(2)** or **(3)** above.

g. Fungi or Bacteria

- (1)** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2)** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effect of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

h. Electromagnetic Radiation

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of, or in any way related to, electromagnetic radiation; or exposure thereto; or for the costs of its abatement, mitigation, removal, elimination or disposal.

i. War

"Bodily injury" or "property damage," however caused, arising directly or indirectly out of:

- (1)** War, including undeclared or civil war; or
- (2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in

hindering or defending against any of these.

j. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

k. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is not being used to carry persons or property for a charge;
- (3) A watercraft you own that is:
 - (a) Powered by a motor or combination of motors of 100 horsepower or less; or
 - (b) Not powered by a motor; or
 - (c) A personal watercraft, which is watercraft that has an in-board engine driving a pump jet. Riders will sit or stand on the watercraft rather than inside of, as in a boat.
- (4) Parking or storing an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured; or
- (5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance laws in the state where it is licensed or principally garaged; or
 - (b) The operation of any of the equipment listed in paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment."

l. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or

damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when "volunteer workers" or "employees" of the insured arrive on the scene or while they are rendering service to others, and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the named insured has other valid and collectible insurance.

Paragraphs (5) and (6) of this exclusion do not apply to "property damage" resulting from actions taken to protect persons or property.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work";
- (3) "Impaired property";

If such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury."

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Professional Medical Care Services

Damages arising or allegedly arising out of providing or failing to provide "professional medical care services."

r. Employment-Related Practices

"Bodily injury" to:

- (1) A person (including any actual, prospective, or former "volunteer worker" or "employee") arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person.
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMIT OF INSURANCE.**

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" 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 for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense 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**; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B, or D** or medical expenses under **COVERAGE C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D.**

- b.** This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury."

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or

agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement."

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement."

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement."

i. Infringement Of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement," of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **18. a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants."

o. War

"Personal and advertising injury," however caused, arising directly or indirectly out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Electromagnetic Radiation

Any injury, damage, expense, cost, loss, liability or legal obligation arising out of, or in any way related to, electromagnetic radiation; or exposure thereto; or for the costs of its abatement, mitigation, removal, elimination or disposal.

q. Fungi or Bacteria

- (1) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

r. Professional Medical Care Services

"Personal and advertising injury" arising or allegedly arising out of providing or failing to provide "professional medical care services."

s. Employment-Related Practices

“Personal and advertising injury” to:

- (1) A person (including any actual, prospective, or former “volunteer worker” or “employee”) arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person’s employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person.
- (2) The spouse, child, parent, brother or sister of that person as a consequence of “personal and advertising injury” to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for “bodily injury”:

a. Any Insured

To any insured.

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers’ Compensation And Similar Laws

To a person, whether or not an “employee” of any insured, if benefits for the “bodily injury” are payable or must be provided under a workers’ compensation or disability benefits law or a similar law.

e. Athletic Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the “products-completed operations hazard.”

g. Coverage A Exclusions

Excluded under Coverage A.

h. Professional Medical Care Services

To any person for “professional medical care services” provided by you.

COVERAGE D PROFESSIONAL MEDICAL CARE SERVICES

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "professional medical care incident." We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "professional medical care incident" 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**; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D** or medical expenses under **COVERAGE C**.

b. This insurance applies only if the damages are caused by a "professional medical care incident" that takes place:

(1) During the policy period; and

(2) In the "coverage territory."

2. Exclusions

All exclusions under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this **COVERAGE D**, except that Exclusion q. Professional Medical Care Services under **COVERAGE A** shall not apply.

All exclusions under **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** apply to this **COVERAGE D**, except that Exclusion r., Professional Medical Care Services under **COVERAGE B** shall not apply.

In addition, this insurance does not apply to:

a. Criminal Acts

Injury arising out of a criminal act committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act.

b. Medical Diagnosis or Treatment By Electronic Means Of Communication

Any physician providing or failing to provide medical instructions, diagnoses or treatments which are communicated by any electronic means to emergency medical personnel.

SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off from work.

e. All costs taxed against the insured in the "suit."

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we

make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** We will reimburse you for reasonable legal services charged by a lawyer we agree to and other expenses you may incur in the investigation and defense of "disciplinary proceeding(s)" brought against you arising out of a "professional medical care incident" that is otherwise covered by this policy. This coverage is limited to \$10,000 per "professional medical care incident."
- 3.** We will pay, on your behalf, defense costs incurred by an insured in a criminal proceeding. The most we will pay for any insured who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the number of insureds, claims or "suits" brought or persons or organizations making claims or bringing "suits."
- 4.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:
 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:
 - (1)** Agrees in writing to:
 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:
 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit."

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of paragraph **2.b.(2)** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SUPPLEMENTARY PAYMENTS** ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- b. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- c. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors.
- d. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. **Volunteer Workers and Employees** – Your "volunteer workers" and "employees," but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.
- b. **Medical Directors and Administrators** – Your medical directors and administrators, but only for acts within the scope of and during the course of their duties as such.
- c. **Good Samaritan** – Your "volunteer workers," "employees," elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition

operations performed by or for that person or organization.

- e. **Owners of Property Used in an Emergency** – The owner of property used in an emergency, other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation."
- f. **Managers or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person or organization's status as an additional insured under this policy ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Real Estate Managers** – Any person or any organization while acting as your real estate manager.
 - i. **Blanket Additional Insureds** – Any person or organization required to be an additional insured under an "insured contract," if agreed to by you prior to the "bodily injury," "property damage," "personal and advertising injury", or "professional medical care incident", but only with respect to liability arising out of your premises or operations.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
 - c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and
 - d. **COVERAGE D** does not apply to a "professional medical care incident" that took place before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership,

joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under **COVERAGE C**;
- b. Damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under **COVERAGE B**; and
- d. Damages under **COVERAGE D**;

for each Named Insured shown in the Declarations and each "location" owned by or rented to you.

Under no circumstances will the General Aggregate Limit for any one insured or "location" be added and/or stacked to the General Aggregate Limit available to another insured or "location."

3. The Products - Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard," for each Named Insured shown in the Declarations.

Under no circumstances will the Products – Completed Operations Aggregate Limit for any one insured be added and/or stacked to the Products – Completed Operations Aggregate Limit available to another insured.

4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3., above, whichever applies, the Each Occurrence or Professional Medical Care Incident Limit is the most we will pay for the sum of:
 - a. Damages under **COVERAGES A** and **D**; and
 - b. Medical expenses under **COVERAGE C**;

because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one "professional medical care incident."

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part 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.

SECTION IV – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of an Occurrence, Offense, Professional Medical Care Incident, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence," offense or "professional medical care incident" which may result in a claim or "suit." To the extent possible, notice should include:

- (1) How, when and where the "occurrence," offense or "professional medical care incident" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence," offense or "professional medical care incident."

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably

possible.

- e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- f. It is agreed that knowledge of an "occurrence," offense, claim, "suit" or "professional medical care incident" will not in itself be considered to be your knowledge of the "occurrence," claim, "suit" or "professional medical care incident" unless an executive officer or insurance manager shall have received such notice from the agent, servant, "employee" or "volunteer worker."
- g. If you report an "occurrence", offense or "professional medical care incident" to an insurance carrier providing other than General Liability insurance to you, which later develops into a General Liability claim covered under this Coverage Part, your failure to report such "occurrence," offense or "professional medical care incident" to us at the time of the "occurrence", offense or "professional medical care incident" shall not be deemed to be a violation of this Duties condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability claim.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured "volunteer worker," "employee," elected or appointed officer, director, commissioner, trustee, medical director or owner of property used in an emergency for a loss we cover under **COVERAGES A, B or D** of this form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage.

If other valid and collectible insurance is available to the insured, other than "volunteer workers," "employees," elected or appointed officers, directors, commissioners, trustees, medical directors or owners of property used in an emergency, for a loss we cover, under **COVERAGES A, B or D** of this form, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. 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 c. below.

b. 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 you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to exclusion k., of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; or
 - (e) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of any fireworks associated with any pyrotechnics demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from your official response to an emergency arising out of fireworks.
- (2) Any other primary insurance, including funds, pools or self-insurance, covering your liability for damages arising out of the premises or operations for which you have been added as an additional insured.

When this insurance is excess, we will have no duty under **COVERAGES A, B or D** 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.

c. 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.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

It is agreed that, based on our reliance upon your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Liberalization

If we revise this Coverage Part to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all policyholders as of the day the revision is effective

in your state.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means:
 - a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
 - b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above; or
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

Provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Disciplinary proceedings" means any proceeding brought against you by a state regulatory or disciplinary official or agency to investigate charges alleging professional misconduct.
6. "Emergency operations" means actions:

- a. Which are urgent responses required to protect and preserve property or human life, health or safety; and
 - b. Which result from performing or attempting to perform firefighting services, hazardous materials unit services, water rescue, first aid, ambulance or rescue squad services, or related services, including stabilizing or securing of an emergency scene; and
 - c. Which are sanctioned by:
 - (1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this Coverage Part; or
 - (2) An officer, "volunteer worker" or "employee" of such organization.
7. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
8. "Executive officer" means a person, elected or appointed, holding any of the officer positions including that of commissioner, created by your charter, constitution, by-laws or any other similar governing document.
9. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."
15. "Location" 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.
16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos."

- 17. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 18. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution or abuse of process;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication in any manner of material that slanders or libels a person or

organization or disparages a person's or organization's goods, products or services;

- e. Oral or written publication in any manner of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

"Personal injury" also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

19. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

20. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or

on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

21. "Professional medical care incident" means any act, error or omission in the rendering of or failure to render "professional medical care services" by you or by anyone for whose "professional medical care services" you are legally responsible.

Any or all "professional medical care incidents" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "professional medical care incident."

22. "Professional medical care services" means:

- a. Furnishing of medical or nursing services;
- b. Furnishing of professional services of any other medical care professional, including emergency medical technicians (EMT's) and paramedics;
- c. Supplying or dispensing drugs or medical, surgical, nursing or dental supplies or appliances;
- d. Transport and handling of patients:
 - (1) From the location where the patient is accepted for movement into or onto the method of transport;
 - (2) During transport; and
 - (3) From the method of transport to the place where the patient is finally delivered;
- e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services;
- f. Arising out of the membership in a medical care accreditation board or similar professional board or committee; and
- g. Medical administration including establishment of medical protocol and medical training curricula, or performance of medical training, medical quality assurance programs, and similar duties.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and

applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 24.** "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal and advertising injury," or injury arising out of a "professional medical care incident" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 25.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 26.** "Training activities" means functions conducted in order to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.
- 27.** "Volunteer worker" means a person who is not your "employee," and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 28.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 29.** "Your work":
- a.** Means:
 - (1)** Work or operation performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of excluded contract:

This insurance does not apply to the designated contract or agreement, which is not an “insured contract,” in the **SCHEDULE** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FAILURE TO SUPPLY WATER

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" arising out of the failure of any insured to adequately supply water.

This exclusion does not apply if the failure to supply results from sudden and accidental injury to tangible property owned or used by any insured to procure, process or transmit the water.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED- DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person or Organization:

SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person or organization shown in the **SCHEDULE**, but only with respect to liability for "bodily injury," "property damage," "personal and advertising injury," or "professional medical care services" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ALL HAZARDS IN CONNECTION WITH
DESIGNATED PREMISES OR OPERATIONS**

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Location of premises:

Description of operations:

[If no entry appears above, the Information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

The following exclusion is added to **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions; COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2. Exclusions; and COVERAGE D PROFESSIONAL MEDICAL CARE SERVICES, Item 2. Exclusions.**

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or "professional medical care incidents" arising out of the premises or operations described in the **SCHEDULE.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – DESCRIBED HAZARDS
(CARNIVALS, CIRCUSES, FAIRS AND FIELD DAYS)**

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

With respect to the operations of any carnival, circus, fair or field day that you sponsor or in which you participate, this insurance does not apply to:

- A. "Bodily injury" or "property damage" arising out of any mechanically operated amusement device; or
- B. "Bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FIREFIGHTING AND EMERGENCY OPERATIONS

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

- A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. Exclusions;** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, Item 2. Exclusions** is amended by the addition of the following exclusion:

This insurance does not apply to:

"Bodily injury," "property damage," or "personal and advertising injury" arising out of your providing or failing to provide firefighting, ambulance, rescue or other emergency services.

- B. **SECTION I – COVERAGES, COVERAGE D PROFESSIONAL MEDICAL CARE SERVICES** is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR SPORTS OR ACTIVITIES

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
Item **2. Exclusions**, Exclusion **j. (2)** does not apply to the following events that you sponsor or in which you are a participant:

- A. Any off-road motor sports tournament; or
- B. Tractor pull, mud bogging, or similar motorized event.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FIREWORKS

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Location and Date of Display(s):

The following exclusion is added to **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item **2. Exclusions**:

This insurance does not apply to "bodily injury" or "property damage" caused directly or indirectly by fireworks, pyrotechnics, or any similar explosive material for any demonstration or show conducted by or sponsored by you, except for any display described in the above **SCHEDULE**.

For purposes of this endorsement, flashboxes are not considered fireworks. Flashboxes are devices used to create a visual effect along with an explosive noise. They are induced electronically in a cylinder with no projectile, wadding, or wrapping.

However, this exclusion does not apply to "bodily injury" or "property damage" should the "bodily injury" or "property damage" result from your official response to an emergency arising out of fireworks.

This insurance is excess over any other primary insurance available to you covering liability for damages arising out of fireworks.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OPERATION OF CUSTOMERS AUTOS ON GARAGE PREMISES

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item **2. Exclusions**, Paragraph **k.** does not apply to any "customers' autos" while on or next to those premises you own, rent or control that are used for servicing or repairing "customers' autos" and any operations necessary or incidental thereto.

The following definition is added:

"Customers' auto" means an "auto" in your temporary possession for the purpose of receiving the services normally provided in connection with auto service or repair but does not include an "auto" owned by or rented or loaned to any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions; **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. Exclusions; **SECTION I – COVERAGES, COVERAGE D PROFESSIONAL MEDICAL CARE SERVICES**, Paragraph 2. Exclusions:

This insurance does not apply to:

“Bodily injury,” “property damage,” “personal and advertising injury,” or “professional medical care incidents” arising out of:

1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
2. The use of asbestos in constructing or manufacturing any good, product or structure;
3. The removal of asbestos from any good, product or structure; or
4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss or “suit,” injury or damage or any cost, fine or penalty or for any expense or claim or “suit” related to any of the above.

Notwithstanding the above, this exclusion does not apply to:

- (1) “Bodily injury” or “property damage” arising from; or
- (2) The costs of abatement, removal or disposal of:
asbestos released as a result of “emergency operations” or training activities” away from premises which are either owned by, rented to, or occupied by any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LEAD LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. Exclusions; **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. Exclusions; and **SECTION I – COVERAGE D PROFESSIONAL MEDICAL CARE SERVICES**, Paragraph 2. Exclusions:

This insurance does not apply to:

1. "Bodily injury," "property damage," "personal and advertising injury" or "professional medical care incidents" arising out of or caused by the actual or alleged:
 - a. Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead;
 - b. Manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead;

Whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever.
2. Any legal obligation of any insured for indemnification or contribution due to damages arising out of "bodily injury," "property damage," "personal and advertising injury," or "professional medical care incidents" caused by lead, paint containing lead, or any other substance or material containing lead.
3. Any loss, cost, expense or damages, whether direct or consequential, arising out of any:
 - a. Request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead, or in any way respond to, or assess the effects of lead; or
 - b. Claim or suit related to, testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED NAMED INSURED

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) of covered emergency service organization(s):

[If no entry appears above, the Information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.]

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury", "professional medical care incidents" and medical expenses arising out of the firefighting, ambulance rescue or other emergency services, including operations incidental thereto, of the covered emergency service organization shown in the **SCHEDULE**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOATS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Watercraft:

Additional Premium:

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

1. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions**, Item **k. Aircraft, Auto or Watercraft** does not apply to any watercraft owned or used by or rented to the insured shown in the **SCHEDULE**.
2. **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VOLUNTEER FIRE DEPARTMENT PRO-PAK ELITE ENHANCEMENT

This endorsement modifies insurance provided under the following:

FLEXI PLUS FIVE

1. D&O COVERAGE ENHANCEMENTS

Part 1, Not-for-Profit Organization Directors & Officers Liability Insurance, Section III. EXCLUSIONS is amended according to the following:

1. In Item B., items 3. and 4. are deleted.
2. Item C. will not apply to **claims** with respect to coverage provided under INSURING AGREEMENTS, item A.

2. AMENDMENT OF DEFINITIONS

Part 6, Common Policy Definitions, is amended according to the following:

- A. Item B., **Claim**, will also mean any criminal proceeding commenced by the return of an indictment.
- B. With respect to **Claims** brought under **Part 2** of this policy only, Item B., **Claim**, will also mean proceedings before the Equal Employment Opportunity Commission or any similar governmental agency.
- C. Solely with respect to Parts 1, 2, 3 and 5, Item C. **Damage** is replaced with the following:
C. **Damage** means a monetary judgment, award or settlement including punitive or exemplary damages (including pre and post judgment, interest thereon) to the extent such punitive and exemplary damages are insurable under applicable law of any jurisdiction which has a substantial relationship to the **Insured** or to the **Claim** seeking such damage and which is most favorable to the insurability of such damage and then only on an amount not greater than the amount of compensatory damages awarded in such **Claim**.
- D. Item D., **Defense Cost** will also mean any pre-judgment interest and post-judgment interest on the portion of any judgment for which the **Underwriter** is liable under this policy, until the **Underwriter** has tendered or deposited in court or otherwise such judgment amount for which the **Underwriter** is liable.
- E. With respect to **Claims** brought under **Part 2** of this policy only, Item F., **Individual Insured**, will also mean any independent contractor working on behalf of the **Organization** in the capacity of a director or officer; solely if the **Organization** has agreed in writing to indemnify the independent contractor prior to the occurrence of the **Employment Practices Act** which is the basis of the **Claim**.
- F. Item F., **Individual Insured**, will also mean the lawful domestic partner of a director, officer, governor, trustee, or equivalent executive of the **Organization**, but only for actual or alleged **Wrongful Acts** of such executive for which such domestic partner may be liable as the domestic partner of such executive.

G. Item I., **Loss** will also include fines and penalties resulting from a **claim** provided that they are brought:

- (a) seeking coverage for an **Excess Benefit Transaction Excise Tax**; or
- (b) alleging violations of the Emergency Medical Treatment and Active Labor Act (EMTALA), 42 U.S.C> 1396dd, et seq., and any other similar state or local statute.

With respect to coverage granted within this Item G., the following provisions will apply:

1. The Limit of Liability specified in the Declarations is replaced by \$100,000 per **claim** and \$100,000 for all **claims** in the policy period. This Limit of Liability will apply to the total of all **loss** and **defense costs** combined, even if the policy is endorsed to provide otherwise. This application of **defense costs** included within the Limit of Liability, for all coverage granted by item 1. above, will supersede any other provision attached to this policy.

Further, the **Underwriter** will not be liable for **Damages** arising out of an **Excess Benefit Transaction Excise Tax**, as provided herein, for amounts exceeding \$10,000 that an **Individual Insured** is obligated to pay as a result of a **Claim**.

2. Coverage will exist if and only to the extent that indemnification is provided by the **Organization** to any **Insured** for any **Excess Benefit Transaction Excise Tax**.
3. The **Underwriter** will not be liable to make payment for any **Loss** or **Defense Cost** in connection with any **Claim** for any Excise Tax imposed by the Internal Revenue Service on any Disqualified Person for any **Excess Benefit Transaction**.
4. **Excess Benefit Transaction** means an "excess benefit transaction" as that term is defined in the Taxpayer Bill of Rights 2, P.L. 104-168.
5. **Excess Benefit Transaction Excise Tax** means any excise tax imposed by the Internal Revenue Service on an **Individual Insured** as a result of the **Individual Insured's** participation in an **Excess Benefit Transaction**.

H. Item M., **Subsidiary**, will also mean any not-for-profit entity for which, on or before the inception of the **Policy Period**, the **Parent Organization** has the right to elect or select a majority of the directors or trustees, provided such entity is identified as an Affiliate in the **Application**.

I. Item F. is amended by adding the following to the end thereof:

5. Physicians who are your medical directors, but only for acts within the course and scope of their medical director duties on your behalf.
6. Any persons providing service to you under any mutual aid or similar agreement.

J. Item J. is amended by adding the following to the end thereof:

4. Any outside entity providing service to you under any mutual aid or similar agreement.

3. AMENDMENT OF EXCLUSIONS

Part 7, Common Policy Exclusions, is amended according to the following:

- A. Item C. will not apply to **claims** with respect to coverage provided under **Part 1**, INSURING AGREEMENTS, item A.

B. Items D., G., and H. are deleted.

C. Item F.2. is replaced by:

2. any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other policy of insurance, with a similar type of coverage, prior to inception of this Policy; or

D. Item F.3. is deleted.

E. Item J. will not apply to any **claim** brought as a derivative action, or similar action, on behalf of the **Organization**, provided the **claim** is brought without the assistance of any current or former **Individual Insured**.

F. The following paragraphs are added to the end thereof:

- N. arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the failure of any **Insured** to procure and/or maintain insurance.
- O. arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any tax assessments or adjustments, or the collection, refund, disbursement or application of any taxes. This exclusion does not apply to the use or prioritization of your operating funds.
- P. arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any debt financing, including but not limited to bonds, notes, debentures and guarantees of debt.
- Q. arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, failure to detect, remediating or disposing of, or in any way responding to, or assessing the effects of mold, mildew, fungi or bacteria (or any materials containing any similar organic contaminant or pollutant), by any insured or by any other person or entity.
- R. arising out of, directly or indirectly resulting from or in consequence of, or in any way involving bodily injury or property damage which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any mold, mildew, fungi or bacteria (or any materials containing any similar organic contaminant or pollutant) on or within a building or structure, including its contents, regardless of whether any other cause, event, material, rendering of professional service or product contributed concurrently or in any sequence to such injury or damage.

4. AMENDMENT OF CONDITIONS

Part 8, Common Policy Conditions, is amended according to the following:

A. ORDER OF PAYMENTS

It is understood and agreed that if **Loss** shall be payable under more than one of the INSURING AGREEMENTS in **Part 1** of this policy, then the **Underwriter** shall, to the maximum extent practicable and subject at all times to the **Underwriter's** Limits of Liability as set forth in the Declarations, pay such **Loss** as follows:

- (1) first, the **Underwriter** shall pay that **Loss**, if any, which the **Underwriter** may be liable to pay on behalf of the **Individual Insureds** under INSURING AGREEMENT item A;
- (2) second, the **Underwriter** shall pay that **Loss**, if any, which the **Underwriter** may be liable to pay on behalf of the **Organization** for **claims** made against **Individual Insureds** and indemnified by the **Organization** under INSURING AGREEMENT item B.; and
- (3) third, the **Underwriter** shall make such other payments which the **Underwriter** may be liable to pay on behalf of the **Organization** for **claims** made against the **Organization** under INSURING AGREEMENT, item C.

B. AMENDMENT OF SEVERABILITY

Item VI. REPRESENTATIONS AND SEVERABILITY is replaced by the following:

- A. In granting coverage to the **Insureds** under this Policy, the **Underwriter** has relied upon the declarations and statements in the written application(s) for this Policy. Such declarations and statements are the basis of the coverage under this Policy and shall be considered as incorporated in and constituting part of this Policy.
- B. Any written application(s) shall be construed as a separate application(s) for coverage by each **Insured**. With respect to the declarations and statements in such application(s):
 - (1) no fact pertaining to or knowledge possessed by any **Individual Insured** shall be imputed to any other **Individual Insured** for the purpose of determining if coverage is available; and
 - (2) only facts pertaining to and knowledge possessed by the Chief Financial Officer, President, Executive Director or Chairperson of any part of the **Organization** or any other individual signing such application(s) shall be imputed to the **Organization** for the purpose of determining if coverage is available.

C. FULL ALLOCATION

Solely with respect to **Claims** for which the **Insured** has tendered control of the defense to the **Underwriter**, per **Part 8 Common Policy Conditions**, item III.A., item XIX. ALLOCATION is replaced by:

If, in any **Claim**, **Insureds** who are afforded coverage for such **Claim** incur an amount consisting of both **Loss** that is covered by this policy and also **Loss** that is not covered by this Policy because such **Claim** includes both covered and uncovered matters or covered and uncovered parties, then coverage shall apply as follows:

- (1) **Defense Costs**: one hundred percent (100%) of reasonable and necessary **Defense Costs** incurred by such **Insured** and authorized by the **Underwriter** from such **Claim** will be considered covered **Loss**; and
- (2) loss other than **Defense Costs**: all remaining loss incurred by such **Insured** from such relative legal exposures of the parties to such matters.

SERFF Tracking Number: PHLX-125294564 State: Arkansas
Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: AR-PC-07-026117
Company Tracking Number: ML AR0030802F01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Volunteer Fire
Project Name/Number: Volunteer Fire/ML AR0030802F01

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PHLX-125294564 State: Arkansas
Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: AR-PC-07-026117
Company Tracking Number: ML AR0030802F01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Volunteer Fire
Project Name/Number: Volunteer Fire/ML AR0030802F01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Review Status: Approved	10/02/2007
Comments:		
Attachments: ARPCTDforms.PDF ARRRFS-1.PDF		
Satisfied -Name: Commercial Excess Liability Filing Memo, General Liability Filing Memo, Flexi Plus Five Filing Memo	Review Status: Approved	10/02/2007
Comments:		
Attachments: Commercial Excess Liability Filing Memo.PDF General Liability Filing Memo.PDF Flexi Plus Five Filing Memo.PDF		
Satisfied -Name: PI-VF-041 Forms Comparison	Review Status: Approved	10/02/2007
Comments:		
Attachment: PI-VF-041 Forms Comparison.PDF		
Satisfied -Name: Arkansas FORMS Filing Letter	Review Status: Approved	10/02/2007
Comments:		
Attachment: Arkansas FORMS Filing Letter.PDF		

Property & Casualty Transmittal Document

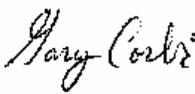
1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only
	a. Date the filing is received:
	b. Analyst:
	c. Disposition:
	d. Date of disposition of the filing:
	e. Effective date of filing:
	f. State Filing #:
	g. SERFF Filing #:

3. Group Name	Group NAIC #
Philadelphia Insurance Companies	0677

4. Company Name(s)	Domicile	NAIC #	FEIN #
Philadelphia Indemnity Insurance Company	PA	18058	23-1738402

5. Company Tracking Number	VF ML AR0030802F01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Gary Corbi, One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004	Compliance Analyst	(610) 617-5980	None	gcorbi@phlyins.com
	7. Signature of authorized filer				
	8. Please print name of authorized filer		Gary Corbi		

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

9. Type of Insurance (TOI)	17.0 Other Liability - Claims Made/Occurrence
10. Sub-Type of Insurance (Sub-TOI)	17.0000 Other Liability Sub-TOI Combinations
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Volunteer Fire Program
13. Filing Type	<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)
14. Effective Date(s) Requested	New: 10/20/2007 Renewal: 10/20/2007
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	September 18, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	VF ML AR0030802F01
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21.	Filing Description [This area should be similar to the body of a cover letter and is free-form text]
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The Philadelphia Indemnity Insurance Company files for your review, and where required approval, liability forms as part of a Volunteer Fire program. This is a new package program designed to provide specific tailored coverages for the unique risks presented by volunteer firefighting, ambulance and rescue related exposures. The attached forms include: (1) an endorsement modifying our independent Flexi Plus Five policy; (2) an endorsement modifying our independent Commercial Excess Liability policy, and (3) a Volunteer Fire Department Commercial General Liability Coverage Form and endorsements modifying the Commercial General Liability Coverage Form.

Corresponding rule pages describing forms usage and providing any applicable premium information will be filed under separate cover.

The attached forms are new and do not replace any existing forms.

Also included are Filing Memoranda providing additional details about this filing and a Comparison Form contrasting coverage under the Volunteer Fire Department Commercial General Liability Coverage Form with coverage under the ISO Commercial General Liability Coverage Form. We will use any applicable ISO amendments currently filed on our behalf.

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]
<p>Check #: 42133 Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

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

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing.)

1.	This filing transmittal is part of Company Tracking #	RO ML AR0030802R01	
2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	RO ML AR0030802F01	
<input type="checkbox"/> Rate Increase <input type="checkbox"/> Rate Decrease <input checked="" type="checkbox"/> Rate Neutral (0%)			
3.	Overall percentage rate impact for this filing	None	
4.	Effect of Rate Filing – Written premium change for this program	None	
5.	Effect of Rate Filing – Number of policyholders	None	
6.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	Prior Approval	
7.	Rate Change by Company		
Company Name		Percentage Change	Effect of Rate Filing
			# of policyholders for this program
			Written premium change for this program
None		None. New program.	
8.	Overall percentage of last rate revision	None	
9.	Effective Date of last rate revision	None	
10.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	None	

11.	Exhibit Name/Description /Synopsis	Rule # or Page #	Replacement or Withdrawn?	Previous state filing number, if required by state
01	Independent Commercial Excess Liability Rule Page	PI-VF-Rule (04/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither	None
02	Independent General Liability Rule Page	GL-VF-Rule 1 (04/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither	None
03	Independent General Liability Rule Page	GL-VF-Rule 2 (04/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither	None
04	Independent General Liability Rule Page	GL-VF-Rule 3 (04/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither	None
05	Independent General Liability Rule Page	GL-VF-Rule 4 (04/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither	None
06	Independent Flexi Plus Five Rule Page	PI-VF-Rule 5 (04/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither	None

To be complete, a rate/rule filing must include the following:

1. A completed Rate/Rule Filing Transmittal document (PC RRFS-1) (Do not refer to the body of the filing for the component/exhibit listing.) and,
2. A completed Property & Casualty Transmittal Document (PC TD-1) and,
3. One copy of all rate/rule components/exhibits submitted with the filing, and
4. The appropriate state review requirements, if required, and
5. The appropriate filing fees, if required, and
6. A postage-paid, self-addressed envelope large enough to accommodate the return

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

**DESCRIPTION OF ITEMS
IN THE PROPERTY AND CASUALTY
RATE/RULE FILING SCHEDULE**

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to form filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
Use check boxes to indicate if this is a rate increase, a rate decrease or rate neutral.
- 3. Overall percentage rate impact for this filing:** This is the statewide average percentage change to the approved rates for the coverages included in the filing.
- 4. Effect of Rate Filing—Written Premium Change for this program:** This is the statewide change in written premium based on the requested overall percentage rate impact (#3).
- 5. Effect of Rate Filing—Number of policyholders:** This is the number of policyholders affected by the overall percentage rate impact (#3).
- 6. Filing Method (Prior Approval, File & Use, Flex Band, etc):** This is the review method for which the filing is being submitted. See State Specific Requirements.
- 7. Rate Change by Company:** If the filing is for multiple insurance companies, please indicate the changes by company.
- 8. Overall percentage of last rate revision:** This is the statewide average of the last percentage change implemented in the state.
- 9. Effective Date of last rate revision:** This is the implementation date of the last overall percentage rate impact.
- 10. Filing Method of Last Filing (Prior Approval, File & Use, Flex Band, etc):** This is the review method for which the last filing was submitted. See State Specific Requirements.
- 11. Component or Exhibit Name/Description/Synopsis:** This is the list of changes to the rate/rule manual.

Forms Explanatory Memorandum
Philadelphia Indemnity Insurance Company
Commercial Excess Liability

Philadelphia Indemnity Insurance Company is introducing a new endorsement that will be used with our previously approved Commercial Excess Liability Policy. This **mandatory** endorsement will be used with risks with volunteer firefighting, ambulance and rescue related exposures. This endorsement extends coverage provided in our excess liability form. A copy of the endorsement and rule page is enclosed for your review. There is no premium charge for this endorsement.

1) Volunteer Fire Department Amendatory – Form # PI-VF-029 (04/07)

This endorsement amends various clauses in our existing Commercial Excess Liability Policy.

Forms Explanatory Memorandum
Philadelphia Indemnity Insurance Company
Division Six - General Liability

Philadelphia Indemnity Insurance Company is introducing an independent general liability form and endorsements which we plan to use for risks with volunteer firefighting, ambulance and rescue related exposures.

This filing contains the new Coverage Form and corresponding endorsements which are included for your review. They will be used on a mono-line and/or package basis and will be used in conjunction with applicable Insurance Services Office endorsements filed on our behalf. Form rule pages are also enclosed for your review. Insurance Services office rating will be used for forms for which there is a premium charge.

Additionally, we are including a Form Comparison chart that reflects the changes that we made to the already approved Insurance Services Office, Inc. General Liability Form (CG 0001 12 04) when developing our new Volunteer Fire Department Commercial General Liability Coverage Form PI-VF-041 (4/07). All changes are in red. Additions have been inserted; deletions are shown in brackets and have been struck through. Form PI-VF-041(04/07) will be used in place of ISO General Liability Form CG 0001 (12/04)

Below is an explanation of each form or endorsement.

1. Volunteer Fire Department Commercial General Liability Coverage Form PI-VF-041(04/07) affords coverage for the sums the insured is legally obligated to pay as damages due to bodily injury, property damage, personal and advertising injury and professional medical care services. **ISO Common Policy Conditions and state amendatories that were filed by ISO on our behalf will be used with this form.**
2. Exclusion – Designated Contract or Agreement PI-VF-042(04/07) is an **optional** endorsement that excludes contractual liability for specific contracts, shown in the endorsement schedule.
3. Exclusion – Failure to Supply Water PI-VF-043 (04/07) is used when a municipality's fire company is part of the municipality's water district and we are writing these risks together. In these instances, it is a **mandatory** endorsement that excludes coverage for bodily injury or property damage arising out of the failure of any insured to adequately supply water.
4. Additional Insured – Designated Person or Organization PI-VF-044 (04/07) is an **optional** endorsement that allows for the scheduling of designated additional insureds when a specific endorsement is required.
5. Exclusion – All Hazards in Connection with Designated Premises or Operations PI-VF-045 (04/07) is an **optional** endorsement that excludes coverage for incidents arising out of the premises or operations described in the schedule.
6. Exclusion – Described Hazards (Carnivals, Circuses, Fairs and Field Days) PI-VF-046 (04/07) is an **optional** endorsement that excludes coverage for bodily injury or property damage that occurs during carnivals, circuses, fairs or field days that the insured sponsors or participates in.
7. Exclusion – Firefighting and Emergency Operations PI-VF-048 (04/07) is an **optional** endorsement that excludes coverage for firefighting, ambulance rescue or other emergency services. This will be attached when we are writing an entity solely

focused on fund raising and other social activities on the fire company's behalf (i.e. where the entity doesn't provide firefighting or other emergency services).

8. Motor Sports or Activities PI-VF-049 (04/07) is an **optional** endorsement. It states that the exclusion for bodily injury and property damage liability does not apply to off-road motor sports tournaments or tractor pulls, mud bogging or similar motorized events that the insured sponsors or in which it participates.
9. Exclusion Fireworks PI-VF-050 (04/07) is an **optional** endorsement that excludes coverage for bodily injury or property damage caused directly or indirectly by fireworks/pyrotechnics displays unless the event is specifically described in the endorsement schedule. The exclusion does not apply to bodily injury or property damage if the insured is responding to an emergency caused by fireworks.
10. Operation of Customers Autos on Garage Premises PI-VF-051 (04/07) is an **optional** endorsement that provides on-premises garage liability coverage for insureds that engage in incidental garage operations.
11. Exclusion Asbestos Liability PI-VF-052 (04/07) is a **mandatory** endorsement that excludes most asbestos liability risks but does retain limited coverage.
12. Exclusions Lead Liability PI-VF-053 (04/07) is a **mandatory** endorsement that excludes lead liability coverage.
13. Limitation of Coverage to Designated Named Insured PI-VF-054 (04/07) is an **optional** endorsement that is used when a risk is part of a municipality and we want to limit our coverage to the emergency service organization(s) shown in the endorsement schedule.
14. Boats PI-VF-055 (04/07) is an **optional** endorsement that extends coverage to include owned watercraft in excess of 100 horsepower that are otherwise excluded by the Volunteer Fire Department Commercial General Liability Coverage Form PI-VF-041.

Filing Memorandum for Flexi Plus Five Endorsement

The form described below is being filed as a new form. It does not replace any existing form.

The form applies as follows:

Form #	Form Name	Description	Usage Rule	Mandatory (M)/ Optional (O)/ Conditional Mandatory(CM)	Coverage impact	Rate effect
PI-NPD-84 (04/-07)	Volunteer Fire Department Pro-Pak Elite Enhancement	Tailors coverage for Volunteer Fire Department D&O	All volunteer fire department insureds with coverage under our Flexi Plus Five policy. Modifies D&O coverage under that policy.	M for all volunteer fire department risks described in Usage Rule	Broadens coverage	None will be rated per Hazard Group 1 in approved Rating Manual

Volunteer Fire Department - GL/PL

PHLY column (Column C) reflects the changes that we made to the already approved Insurance Services Office, Inc. General Liability Form. All changes are in red. Additions have been inserted; deletions are shown in brackets and have been struck through.

<p style="text-align: center;"><u>ISO</u> CG0001 (12/04 version)</p>	<p style="text-align: center;"><u>PHLY</u> PI-VF-041</p>	<p style="text-align: center;"><u>Comments</u></p>
<p>COVERAGES A 1. Insuring Agreement. a.(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGES A or B or medical expenses under COVERAGE C. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS — COVERAGES A or B.</p>	<p>COVERAGES A 1. Insuring Agreement. a. (2) 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 COVERAGES A, B, or D or medical expenses under COVERAGE C. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS — COVERAGES A, B AND D.</p>	<p>Added COVERAGE D (Professional Medical Care Services Liability) to the form. COVERAGE D now needs to be referenced in the Insuring Agreements.</p>
<p>b. (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.</p>	<p>b. (3) Prior to the policy period, no insured listed under Paragraph 2.a. of Section II – Who Is An Insured [and no "employee"] authorized by you to give or receive notice of an "occurrence" or claim, knew or had reason to know that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured [or authorized "employee"] knew or had reason to know, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.</p>	<p>Numbering change and clarification of intent.</p>
<p>c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.</p>	<p>c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed in Paragraph [1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim] b.(3) above, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.</p>	<p>Clarification of intent.</p>
<p>d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:</p>	<p>d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed in Paragraph [1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.] b. (3) above:</p>	<p>Clarification of intent.</p>
<p>2. Exclusions.a. Expected Or Intended Injury . "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.</p>	<p>2. Exclusions. a. Expected or Intended Injury. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force taken to protect persons or property.</p>	<p>Broadened coverage and editorial change.</p>

<p>e. Employer's Liability . "Bodily injury" to: (1) An "employee" of the insured arising out of and in the course of: (a) Employment by the insured; or (b) Performing duties related to the conduct of the insured's business; or (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.</p>	<p>e. Employer's Liability. "Bodily injury" to: (1) An "employee" of the insured arising out of and in the course of (a) Employment by the insured; or (b) Performing duties related to the conduct of the insured's business; or (2) Any "volunteer worker", if you provide or are required to provide any benefits for such "volunteer worker" under any workers' compensation law, disability benefits law, or any similar law; or (3) The spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of paragraph (1) or (2) above.</p>	<p>Clarification of intent.</p>
<p>f. Pollution <i>{Exception to exclusion does not exist}</i></p>	<p>f. Pollution. Notwithstanding the above, this exclusion does not apply to: (1) "Emergency operations" conducted away from premises owned by or rented to you or any fire department, hazardous materials unit, first aid squad, ambulance squad or rescue squad qualifying as an insured under this coverage part; or (2) "Training activities"; or (3) Water runoff from the cleaning of equipment used in "emergency operations"; or (4) "Bodily injury" or "property damage" caused by heat, smoke or fumes from a "hostile fire" at or from any site or "location" in connection with operations described in (1), (2) or (3) above.</p>	<p>Broadened coverage.</p>
<p>N/A <i>{But mirrors language in ISO's CG 2167}</i></p>	<p>g. Fungi or Bacteria (1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage. (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effect of, "fungi" or bacteria, by any insured or by any other person or entity. This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.</p>	
<p>N/A</p>	<p>h. Electromagnetic Radiation Any injury, damage, expense, cost, loss, liability or legal obligation arising out of, or in any way related to, electromagnetic radiation; or exposre thereto, or for the costs of its abatement, mitigation, removal, elimination or disposal.</p>	<p>Clarification of intent.</p>

<p>g. Aircraft, Auto Or Watercraft . This exclusion does not apply to: (2) A watercraft you do not own that is: (a) Less than 26 feet long; and (b) Not being used to carry persons or property for a charge; (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured.</p>	<p>k. Aircraft, Auto or Watercraft. This exclusion does not apply to: (2) A watercraft you do not own that is [-(a) Less than 26 feet long; and] not being used to carry persons or property for a charge; (3) A watercraft you own that is: (a) Powered by a motor or combination of motors of 100 horsepower or less; or (b) Not powered by a motor; or (c) A personal watercraft which is watercraft that has an in-board engine driving a pump jet. Riders will sit or stand on the watercraft rather than inside of, as in a boat. (4) Parking or storing an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you, or the insured; or</p>	<p>Broadended coverage.</p>
<p>j. Damage To Property. Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7or fewer consecutive days. Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.</p>	<p>l. Damage to Property. Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented or loaned to you for a period of 30 or fewer consecutive days. [Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.] Paragraph (4) of this exclusion does not apply to "property damage" to personal property belonging to anyone receiving service from any insured because of loss by theft, physical damage or disappearance of such property during the period when "volunteer workers" or "employees" of the insured arrive on the scene or while they are rendering service to others, and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the named insured has other valid and collectible insurance. Paragraphs (5) and (6) of this exclusion do not apply to "property damage" resulting from actions taken to protect persons or property.</p>	<p>Clarification of intent / Broadended coverage.</p>
<p>k. Damage To Your Product . "Property damage" to "your product" arising out of it or any part of it.</p>	<p>N/A</p>	<p>Broadended coverage.</p>
<p>l. Damage To Your Work . "Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard". This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor.</p>	<p>N/A</p>	<p>Broadended coverage.</p>
<p>N/A</p>	<p>q. Professional Medical Care Services. Damages arising or allegedly arising out of providing or failing to provide"professional medical care services."</p>	<p>Coverage addressed elsewhere in form. (COVERAGE D)</p>

<p>N/A {But mirrors ISO's CG 2147 with some language added to incorporate volunteer workers}</p>	<p>r. Employment Related Practices "Bodily injury" to: (1) A person (including any actual, prospective, or former "volunteer worker" or employee") arising out of any: (a) Refusal to employ that person; (b) Termination of that person's employment; or (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person. (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed. This exclusion applies: (1) Whether the insured may be liable as an employer or in any other capacity; and (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.</p>	<p>Clarification of intent.</p>
<p>COVERAGE B 1. Insuring Agreement. a. (2) Our right and duty to defend end when we have used up the applicable limit of Insurance in the payment of judgments or settlements under COVERAGES A or B or medical expenses under COVERAGE C. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS COVERAGES A or B.</p>	<p>COVERAGE B 1. Insuring Agreement. (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGES A, B or D or medical expenses under COVERAGE C. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D.</p>	<p>Added COVERAGE D (Professional Medical Care Services Liability) to the form. COVERAGE D now needs to be referenced in the Insuring Agreements.</p>
<p>N/A</p>	<p>2. Exclusions p. Electromagnetic Radiation. Any injury, expense, cost, loss, liability or legal obligation arising out of or in any way related to electromagnetic radiation; or exposure thereto; or for the costs of its abatement, mitigation, removal, elimination or disposal.</p>	<p>Clarification of intent.</p>
<p>N/A {But mirrors language in ISO's CG 2167}</p>	<p>q. Fungi or Bacteria (1) "Personal or advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury; (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to, or assessing the effect of, "fungi" or bacteria, by any insured or by any other person or entity.</p>	<p>Clarification of intent.</p>
<p>N/A</p>	<p>r. Professional Medical Care Services. "Personal and advertising injury" arising or allegedly arising out of providing or failing to provide "professional medical care services.</p>	<p>Coverage addressed elsewhere in form. (COVERAGE D)</p>

<p>N/A {But mirrors ISO's CG 2147 with some language added to incorporate volunteer workers}</p>	<p>s. Employment Related Practices "Personal and advertising injury" to: (1) A person (including any actual, prospective, or former "volunteer worker" or employee") arising out of any: (a) Refusal to employ that person; (b) Termination of that person's employment; or (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person. (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed. This exclusion applies: (1) Whether the insured may be liable as an employer or in any other capacity; and (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.</p>	<p>Clarification of intent.</p>
<p>COVERAGE C 1. Insuring Agreement a. (2) The expenses are incurred and reported to us within one year of the date of the accident;</p>	<p>COVERAGE C 1. Insuring Agreement a. (2) The expenses are incurred and reported to us within one year three years of the date of the accident;</p>	<p>Broadened coverage.</p>
<p>2. Exclusions a. Any Insured. To any insured, except "volunteer workers"</p>	<p>2. Exclusions a. Any Insured. To any insured. except "volunteer workers"</p>	<p>Deleted Volunteer Workers.</p>
<p>N/A</p>	<p>h. Professional Medical Care Services. To any person for "professional medical care services" provided by you.</p>	<p>Coverage addressed elsewhere in form. (COVERAGE D)</p>
	<p>COVERAGE D 1. Insuring Agreement. a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "professional medical care incident". We will have the right and duty to defend any claim or "suit" seeking those damages. We may at our discretion investigate any "professional medical care incident" 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; and (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D or medical expenses under COVERAGE C. b. This insurance applies only if the damages are caused by a "professional medical care incident" that takes place:(1) During the policy period; and (2) In the "coverage territory".</p>	

N/A	<p>2. Exclusions All exclusions under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY apply to this COVERAGE D, except that Exclusion q. Professional Medical Care Services under COVERAGE A shall not apply. All exclusions under COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY apply to this COVERAGE D, except that Exclusion r. Professional Medical Care Services under COVERAGE B shall not apply. In addition, this insurance does not apply to: a. Criminal Acts. Injury arising out of a criminal act committed by the insured or anyone for whom the insured is legally responsible. However, we will defend the insured for covered civil action subject to the other terms of this coverage part until either a judgment or final adjudication establishes such act, or the insured confirms such act. b. Medical Diagnosis or Treatment By Electronic Means Of Communication. Any physician providing or failing to provide medical instructions, diagnoses or treatments which are communicated by any electronic means to emergency medical personnel.</p>	Added COVERAGE D - Professional Medical Care Services
<p>SUPPLEMENTARY PAYMENTS - COVERAGE A, B AND D 1.b Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds</p>	<p>SUPPLEMENTARY PAYMENTS - COVERAGE A, B AND D 1.b Up to [\$250] \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability coverage applies. We do not have to furnish these bonds</p>	Broadened coverage.
<p>d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.</p>	<p>d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to [\$250] \$500 a day because of time off from work.</p>	Broadened coverage.
N/A	<p>2. We will reimburse you for reasonable legal services charged by a lawyer we agree to and other expenses you may incur in the investigation and defense of "disciplinary proceeding(s)" brought against you arising out of a "professional medical care incident" that is otherwise covered by this policy. This coverage is limited to \$10,000 per "professional medical care incident"</p>	Broadened coverage.
N/A	<p>3. We will pay on your behalf, defense costs incurred by an insured in a criminal proceeding. The most we will pay for any insured who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the number of insureds, claims or "suits" brought or persons or organizations making claims or bringing "suits".</p>	Broadened coverage.
<p>SECTION II WHO IS AN INSURED 1. a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.</p>	N/A	Irrelevant for this class of business.

<p>d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.</p>	<p>d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. [Your stockholders are also insureds, but only with respect to their liability as stockholders.]</p>	<p>Irrelevant for this class of business.</p>
<p>2.a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.</p> <p>However, none of these "employees" or "volunteer workers" are insureds for: (1) "Bodily injury" or "personal and advertising injury": (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business; (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above; (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or (d) Arising out of his or her providing or failing to provide professional health care services.</p>	<p>2. a. Volunteer Workers and Employees - Your "volunteer workers" and "employees," but only for acts within the course and scope of their employment by you, membership with you or authorized duties on your behalf.</p>	<p>Broadened coverage.</p>
<p>N/A</p>	<p>b. Medical Directors and Administrators - Your medical directors and administrators, but only for acts within the scope of and during the course of their duties as such.</p>	<p>Broadened coverage.</p>
<p>N/A</p>	<p>c. Good Samaritan - Your "volunteer workers", "employees", elected or appointed officers, directors, commissioners or trustees while acting as a Good Samaritan independently of his or her activities on your behalf, but only when he or she encounters the scene of an emergency requiring sudden action. In no event will such person who responds to the scene of an emergency with or for any other emergency service organization be an insured.</p>	<p>Broadened coverage.</p>

N/A	d. Funding Source - Any person or organization with respect to their liability arising out of: (1) Their financial control of you; or (2) Premises they own, maintain or control while you lease or occupy these premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization	Broadened coverage.
N/A	e. Owners of Property Used in an Emergency - The owner of property used in an emergency other than an "auto" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation".	Broadened coverage.
N/A	f. Managers or Lessors of Premises - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions: This insurance does not apply to: (1) Any "occurrence" which takes place after you cease to be a tenant in that premises. (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.	Broadened coverage.
N/A	g. Lessor of Leased Equipment - Automatic Status When Required in Lease Agreement With You - Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person or organization's status as an additional insured under this policy ends when their contract or agreement with you for such leased equipment ends. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.	Broadened coverage.
b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.	h. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.	Clarification of intent.
c. Any person or organization having proper temporary custody of your property if you die, but only: (1) With respect to liability arising out of the maintenance or use of that property; and (2) Until your legal representative has been appointed.	N/A	Irrelevant for this class of business.
d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.	N/A	Irrelevant for this class of business.

N/A	i. Blanket Additional Insureds - Any person or organization required to be an additional insured under an "insured contract," if agreed to by you prior to the "bodily injury", "property damage", "personal and advertising injury", or "professional medical care incident", but only with respect to liability arising out of your premises or operations.	Broadened coverage.
N/A	3.d. COVERAGE D does not apply to a "professional medical care incident" that took place before you acquired or formed the organization.	Added COVERAGE D (Professional Medical Care Services Liability) to the form. COVERAGE D now needs to be referenced here.
N/A	SECTION III - LIMITS OF INSURANCE 2. d. Damages under COVERAGE D;	Added COVERAGE D (Professional Medical Care Services Liability) to the form. COVERAGE D now needs to be referenced here.
N/A	for each Named Insured shown in the Declarations and each "location" owned by or rented to you. Under no circumstances will the General Aggregate Limit for any one insured or "location" be added and/ or stacked to the General Aggregate Limit available to another insured or "location".	Broadened coverage and consequently added anti-stacking language.
3. The Products - Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."	3. The Products - Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard", for each Named Insured shown in the Declarations. Under no circumstances will the Products - Completed Operations Aggregate Limit for any one insured be added and/ or stacked to the Products - Completed Operations Aggregate Limit available to another insured.	Broadened coverage and consequently added anti-stacking language.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of: a. Damages under Coverage A; and b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".	5. Subject to 2. or 3. above, whichever applies, the Each Occurrence or Professional Medical Care Incident Limit is the most we will pay for the sum of: a. Damages under Coverage A and D; and b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence" and all damages arising out of any one "professional medical care incident."	Added COVERAGE D (Professional Medical Care Services Liability) to the form. COVERAGE D now needs to be referenced here.

<p>SECTION IV - CONDITIONS 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit . a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include: (1) How, when and where the "occurrence" or offense took place; (2) The names and addresses of any injured persons and witnesses; and (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.</p>	<p>SECTION IV - CONDITIONS 2. Duties In The Event Of Occurrence, Offense, Professional Medical Care Incident, Claim Or Suit . a. You must see to it that we are notified as soon as practicable of an "occurrence", [or an] offense, or "professional medical care incident" which may result in a claim. To the extent possible, notice should include: (1) How, when and where the "occurrence", [or] offense or "professional medical care incident" took place; (2) The names and addresses of any injured persons and witnesses; and (3) The nature and location of any injury or damage arising out of the "occurrence", [or] offense or "professional medical care incident."</p>	<p>Added COVERAGE D (Professional Medical Care Services Liability) to the form. COVERAGE D now needs to be referenced here.</p>
<p>N/A</p>	<p>2.d. Failure to give any notice required by this Condition within the time period specified shall not invalidate any claim made by you if it shall be shown not to have been reasonably possible to give notice within the prescribed time period and that notice was given as soon as was reasonably possible.</p>	<p>Broadened coverage.</p>
<p>N/A</p>	<p>2. f. It is agreed that knowledge of an "occurrence", offense, claim, "suit" or "professional medical care incident" will not in itself be considered to be your knowledge of the "occurrence", claim, "suit" or "professional medical care incident" unless an executive officer or insurance manager shall have received such notice from the agent, servant, "employee" or "volunteer worker."</p>	<p>Broadened coverage.</p>
<p>N/A</p>	<p>2 g. If you report an "occurrence", offense or "professional medical care incident" to an insurance carrier providing other than General Liability insurance to you, which later develops into a General Liability claim covered under this Coverage Part, your failure to report such "occurrence", offense or "professional medical care incident" to us at the time of the "occurrence", offense or "professional medical care incident" shall not be deemed to be a violation of this Duties condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability claim.</p>	<p>Broadened coverage.</p>

<p>4. Other Insurance . If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows</p>	<p>4. Other Insurance . If other valid and collectible insurance is available to the insured "volunteer worker", "employee", elected or appointed officer, director, commissioner, trustee, medical director or owner of property used in an emergency for a loss we cover under Coverages A, [or] B, or D of this [Coverage Part] form, our insurance is primary, with no consideration or contribution with other insurance, except with respect to any medical malpractice liability insurance available to a physician who is acting on your behalf by providing on-site medical treatment of a person. With respect to said medical malpractice liability insurance, our insurance is excess over that coverage. If other valid and collectible insurance is available to the insured, other than "volunteer workers", employees", elected or appointed officers, directors, commissioners, trustees, medical directors or owners of property used in an emergency, for a loss we cover under COVERAGES A, B or D of this form, our obligations are limited as follows:</p>	<p>Broadened coverage.</p>
<p>4.b.(1)(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.</p>	<p>4.b.(1)(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion [g.] k. of Section I - Coverage A - Bodily Injury and Property Damage Liability.</p>	<p>Lettering change.</p>
<p>N/A</p>	<p>4.b.(1)(e) That is insurance covering your liability for "bodily injury" or "property damage" arising out of the igniting or discharging of any fireworks associated with any pyrotechnics demonstration or show conducted or sponsored by you. However, this coverage shall not be excess should the "bodily injury" or "property damage" result from your official response to an emergency arising out of fireworks.</p>	<p>Clarification of intent.</p>
<p>(2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.</p>	<p>(2) Any other primary insurance [available to you] including funds, pools or self-insurance, covering your liability for damages arising out of the premises or operations, [or the products and completed operations,] for which you have been added as an additional insured [by attachment of an endorsement.]</p>	<p>Clarification of intent.</p>
<p>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".</p>	<p>When this insurance is excess, we will have no duty under COVERAGES A, [or] B or D to defend the insured against any "suit" if any other insurer has a duty to defend the Insured against that "suit".</p>	<p>Added COVERAGE D (Professional Medical Care Services Liability) to the form. COVERAGE D now needs to be referenced here.</p>

<p>6. Representations By accepting this policy, you agree: a. The statements in the Declarations are accurate and complete; b. Those statements are based upon representations you made to us; and c. We have issued this policy in reliance upon your representations.</p>	<p>6. Representations By accepting this policy, you agree: a. The statements in the Declarations are accurate and complete; b. Those statements are based upon representations you made to us; and c. We have issued this policy in reliance upon your representations. It is agreed that, based on our reliance upon your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.</p>	<p>Clarification of intent.</p>
<p>8. Transfer of Rights of Recovery Against Others To Us If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.</p>	<p>8. Transfer of Rights of Recovery Against Others To Us If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.</p>	<p>Clarification of intent.</p>
<p>N/A</p>	<p>10. Liberalization If we revise this Coverage Part to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all policyholders as of the day the revision is effective in your state.</p>	<p>Broadened coverage.</p>
<p>SECTION V - DEFINITIONS 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.</p>	<p>SECTION V - DEFINITIONS 3. "Bodily injury" means: a. bodily injury, sickness or disease sustained by a person [-including] and includes mental anguish resulting from any of these; and b. Except for mental anguish, includes death resulting from [any of these] the foregoing (item a. above) at any time.</p>	<p>Broadened coverage.</p>
<p>4. "Coverage territory" means: a. The United States of America (including its territories and possessions), Puerto Rico and Canada; b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or</p>	<p>4. "Coverage territory" means: a. The United States of America (including its territories and possessions), Puerto Rico and Canada; b. International waters or airspace [-, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above]; or</p>	<p>Broadened coverage.</p>
<p>N/A</p>	<p>5. "Disciplinary proceedings" means any proceeding brought against you by a state regulatory or disciplinary official or agency to investigate charges alleging professional misconduct.</p>	<p>Added new term that requires definition.</p>

N/A	6. "Emergency operations" means actions: a. Which are urgent responses required to protect and preserve property or human life, health or safety; and b. Which result from performing or attempting to perform firefighting services, hazardous materials unit services, water rescue, first aid, ambulance or rescue squad services, or related services, including stabilizing or securing of an emergency scene; and c. Which are sanctioned by: (1) A fire department, hazardous materials unit, or first aid, ambulance or rescue squad qualifying as an insured under this Coverage Part; or (2) An officer, "volunteer worker" or "employee" of such organization.	Added new term that requires definition.
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.	6. "Executive officer" means a person, elected or appointed, holding any of the officer positions including that of commissioner, created by your charter, constitution, by-laws or any other similar governing document.	Clarification of intent.
N/A	9. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, sxents or byproducts produced or released by fungi.	Added new term that requires definition -- tracks with definition in ISO's CG 2167
N/A	15. "Location" 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.	Added new term that requires definition.
14. "Personal and advertising injury" b. Malicious prosecution;	18. "Personal and advertising injury" b. Malicious prosecution or abuse of process;	Broadened coverage.
N/A	"Personal injury" also means discrimination based on race, color, religion, sex, age or national origin, except when: a. Done intentionally by or at the direction of, or with the knowledge or consent of: (1) Any insured; or (2) Any executive officer, director, stockholder, partner or member of the insured; or b. Directly or indirectly related to the employment, or application for employment of any person or persons by an insured; or c. Directly or indirectly related to the sale, rental, lease or sublease of any room, dwelling or premises by or at the direction of any insured; or d. Insurance for discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.	Broadened coverage.
N/A	21. "Professional medical care incident" means any act, error or omission in the rendering of or failure to render "professional medical care services" by you or by anyone for whose "professional medical care services" you are legally responsible. Any or all "professional medical care incidents" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "professional medical care incident".	Added new term that requires definition.

N/A	<p>22. "Professional medical care services" means: a. Furnishing of medical or nursing services; b. Furnishing of professional services of any other medical care professional, including emergency medical technicians (EMT's) and paramedics; c. Supplying or dispensing drugs or medical, surgical, nursing or dental supplies or appliances; d. Transport and handling of patients: (1) From the location where the patient is accepted for movement into or onto the method of transport; (2) During transport; and (3) From the method of transport to the place where the patient is finally delivered; e. Dispatching of, including the failure or refusal to dispatch, personnel to provide any of the above services; f. Arising out of the membership in a medical care accreditation board or similar professional board or committee; and g. Medical administration including establishment of medical protocol and medical training curricula, or performance of medical training, medical quality assurance programs, and similar duties.</p>	Added new term that requires definition.
18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged.	24. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal and advertising injury" or injury arising out of a "professional medical care incident" to which this insurance applies are alleged.	Added COVERAGE D (Professional Medical Care Services Liability) to the form. COVERAGE D now needs to be referenced here.
N/A	26. "Training activities" means functions conducted in order to prepare, train, or instruct members of a fire department, hazardous materials unit, or a first aid, ambulance or rescue squad in accepted and recognized emergency procedures, including municipal, state and federal standards.	Added new term that requires definition.

Philadelphia Indemnity Insurance Company

September 18, 2007

Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

Subject: Philadelphia Indemnity Insurance Company
NAIC# 677-18058 FEIN# 23-1738402
Liability Form filing as part of a Volunteer Fire program
Line 17, Other Liability
Filing Number: VF ML AR0030802F01

Filing Fee of \$50.00

Dear Sir or Madam:

The Philadelphia Indemnity Insurance Company files for your review, and where required approval, liability forms as part of a Volunteer Fire program. This is a new package program designed to provide specific tailored coverages for the unique risks presented by volunteer firefighting, ambulance and rescue related exposures. The attached forms include: (1) an endorsement modifying our independent Flexi Plus Five policy; (2) an endorsement modifying our independent Commercial Excess Liability policy, and (3) a Volunteer Fire Department Commercial General Liability Coverage Form and endorsements modifying the Commercial General Liability Coverage Form.

Corresponding rule pages describing forms usage and providing any applicable premium information will be filed under separate cover.

The attached forms are new and do not replace any existing forms.

Also included are Filing Memoranda providing additional details about this filing and a Comparison Form contrasting coverage under the Volunteer Fire Department Commercial General Liability Coverage Form with coverage under the ISO Commercial General Liability Coverage Form. **We will use any applicable ISO amendatories currently filed on our behalf.**

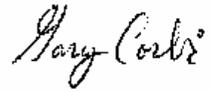
We would like to implement this filing on the earlier of October 20, 2007 or the first date possible after receiving your Department's approval.

We are filing these forms concurrently in our domiciliary state of Pennsylvania.

Please contact me at the phone number or e-mail address shown below if you have any questions or comments.

Sincerely,

Philadelphia Indemnity Insurance Company

A handwritten signature in black ink that reads "Gary Corbi". The signature is written in a cursive, slightly slanted style.

Gary Corbi
Senior Compliance Analyst
(610) 617-5980 Fax (866) 374-1070
gcorbi@phlyins.com