

SERFF Tracking Number: PHLX-125294778 State: Arkansas  
Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: AR-PC-07-026118  
Company Tracking Number: ML AR0030802R01  
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 AR0030802R01

## Filing at a Glance

Company: Philadelphia Indemnity Insurance Company

Product Name: Volunteer Fire SERFF Tr Num: PHLX-125294778 State: Arkansas  
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: AR-PC-07-026118  
Made/Occurrence  
Sub-TOI: 17.0000 Other Liability Sub-TOI Co Tr Num: ML AR0030802R01 State Status:  
Combinations  
Filing Type: Rule Co Status: Reviewer(s): Betty Montesi, Edith  
Roberts, Brittany Yielding  
Author: SPI PhiladelphiaIndemnity Disposition Date: 10/01/2007  
Date Submitted: 09/18/2007 Disposition Status: Filed  
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 AR0030802R01 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 10/01/2007  
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 rules 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 rules describe forms usage and provide any applicable premium information for our corresponding forms filing of an endorsement modifying our independent Flexi Plus Five policy. We intend to use the rates from our previously approved Flexi Plus Five program rating manual for the Pro-Pak Elite Enhancement endorsement described in item (1) of the previous paragraph.

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 Product Name: Volunteer Fire  
 Project Name/Number: Volunteer Fire/ML AR0030802R01

The attached rule page is new and does not replace any existing rule page.

As this is a new program filing, it will not have any rate level effect.

## 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	
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$100.00  
 Retaliatory? No  
 Fee Explanation:  
 Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
42134	\$100.00	09/13/2007

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Filed	Edith Roberts	10/01/2007	10/01/2007

<i>SERFF Tracking Number:</i>	<i>PHLX-125294778</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Philadelphia Indemnity Insurance Company</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026118</i>
<i>Company Tracking Number:</i>	<i>ML AR0030802R01</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Volunteer Fire</i>		
<i>Project Name/Number:</i>	<i>Volunteer Fire/ML AR0030802R01</i>		

## **Disposition**

Disposition Date: 10/01/2007

Effective Date (New):

Effective Date (Renewal):

Status: Filed

Comment:

*SERFF Tracking Number:*      *PHLX-125294778*                      *State:*                      *Arkansas*  
*Filing Company:*              *Philadelphia Indemnity Insurance Company*      *State Tracking Number:*      *AR-PC-07-026118*  
*Company Tracking Number:*      *ML AR0030802R01*  
*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 AR0030802R01*

**An error occurred rendering Disposition 125261522: null.**

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 Product Name: Volunteer Fire  
 Project Name/Number: Volunteer Fire/ML AR0030802R01

**Rate Information**

Rate data applies to filing.

**Filing Method:**

**Rate Change Type:**

**Overall Percentage of Last Rate Revision:**

**Effective Date of Last Rate Revision:**

**Filing Method of Last Filing:**

**Company Rate Information**

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Premium:	Maximum % Change (where required):	Minimum % Change (where required):
Philadelphia Indemnity Insurance Company	%	%				%	%

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## Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
Filed	Independent Flexi Plus Five Forms Rule Page	PI-VF-Rule 5	New	PI-VF-Rule 5.PDF

**Philadelphia Indemnity Insurance Company  
Directors & Officers Liability  
Independent Flexi Plus Five Forms  
Volunteer Fire Department Program**

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The following **mandatory** Flexi Plus Five independent endorsement is available for use with risks with volunteer firefighting, ambulance or rescue related exposures.

1. Volunteer Fire Department Pro-Pak Elite Enhancement

a. Description:

This endorsement amends exclusions, definitions, common policy conditions and other provisions of the Flexi Plus Five Policy form.

b. Form: PI-NPD-84

c. Premium Determination:

This form will be rated per Hazard Group 1 in the approved Rating manual for the Flexi Plus Five program.

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## Supporting Document Schedules

**Satisfied -Name:** Arkansas RULES Filing Letter, **Review Status:** Filed 10/01/2007  
ARRRFS-1, ARPCTDRules

**Comments:**

**Attachments:**

Arkansas RULES Filing Letter.PDF  
ARRRFS-1.PDF  
ARPCTDRules.PDF

**Satisfied -Name:** Commercial Excess Liability Filing **Review Status:** Filed 10/01/2007  
Memo, General Liability Filing  
Memo, Flexi Plus Five Filing Memo

**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:** Filed 10/01/2007

**Comments:**

**Attachment:**

PI-VF-041 Forms Comparison.PDF

# 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 Rule filing as part of a Volunteer Fire program  
**Line 17, Other Liability**  
**Filing Number: VF ML AR0030802R01**

## **Filing Fee of \$100.00**

Dear Sir or Madam:

The Philadelphia Indemnity Insurance Company files for your review, and where required approval, liability rules 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 rules describe forms usage and provide any applicable premium information for our corresponding forms filing of an endorsement modifying our independent Flexi Plus Five policy. We intend to use the rates from our previously approved Flexi Plus Five program rating manual for the Pro-Pak Elite Enhancement endorsement described in item (1) of the previous paragraph.

The attached rule page is new and does not replace any existing rule page.

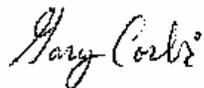
As this is a new program filing, it will not have any rate level effect.

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.

Our domiciliary state of Pennsylvania approved this filing effective October 15, 2007.

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**

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

### 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.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	RO ML AR0030802R01	
<b>2.</b>	<b>This filing corresponds to form filing number</b> (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%)			
<b>3.</b>	<b>Overall percentage rate impact for this filing</b>	None	
<b>4.</b>	<b>Effect of Rate Filing – Written premium change for this program</b>	None	
<b>5.</b>	<b>Effect of Rate Filing – Number of policyholders</b>	None	
<b>6.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	File and Use	
<b>7.</b>	<b>Rate Change by Company</b>		
<b>Company Name</b>		<b>Percentage Change</b>	<b>Effect of Rate Filing</b>
			<b># of policyholders for this program</b>
			<b>Written premium change for this program</b>
None		None. New program.	
<b>8.</b>	<b>Overall percentage of last rate revision</b>	None	
<b>9.</b>	<b>Effective Date of last rate revision</b>	None	
<b>10.</b>	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	None	

11.	Exhibit Name/Description /Synopsis	Rule # or Page #	Replacement or Withdrawn?	Previous state filing number, if required by state
01	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
02			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	
03			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	
04			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	
05			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	
06			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither	

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.

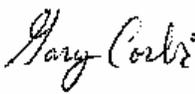
## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: f. State Filing #: g. SERFF Filing #:
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<b>3.</b>	<b>Group Name</b>	<b>Group NAIC #</b>		
	Philadelphia Insurance Companies	0677		
<b>4.</b>	<b>Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>
	Philadelphia Indemnity Insurance Company	PA	18058	23-1738402

<b>5. Company Tracking Number</b>	VF ML AR0030802R01
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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
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Gary Corbi		

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

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



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:

<b>Form #</b>	<b>Form Name</b>	<b>Description</b>	<b>Usage Rule</b>	<b>Mandatory (M)/ Optional (O)/ Conditional Mandatory (CM)</b>	<b>Coverage impact</b>	<b>Rate effect</b>
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 COVERAGES 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, <b>or D</b> or medical expenses under COVERAGES 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 <b>AND D</b>.</p>	<p>Added COVERAGES D (Professional Medical Care Services Liability) to the form. COVERAGES 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 <b>2.a.</b> of Section II – Who Is An Insured [<del>and no "employee"</del>] authorized by you to give or receive notice of an "occurrence" or claim, knew <b>or had reason to know</b> that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured [<del>or authorized "employee"</del>] knew <b>or had reason to know</b>, 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 [<del>1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim</del>] 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 [<del>1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim</del>] 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 "<b>property damage</b>" resulting from the use of reasonable force <b>taken</b> 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 <del>[-(a) Less than 26 feet long; and]</del> 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 7 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.</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. <del>[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.]</del> 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 <del>one year</del> <b>three years</b> 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. <del>except "volunteer workers"</del></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 <del>[\$250]</del> \$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 <del>[\$250]</del> \$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. <del>[Your stockholders are also insureds, but only with respect to their liability as stockholders.]</del></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><del>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.</del></p>	<p>Broadened coverage.</p>
<p>N/A</p>	<p><del>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.</del></p>	<p>Broadened coverage.</p>
<p>N/A</p>	<p><del>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.</del></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 <del>(other than your "employee" or "volunteer worker"),</del> 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, <b>Professional Medical Care Incident</b>, Claim Or Suit . a. You must see to it that we are notified as soon as practicable of an "occurrence", <del>[or an]</del> offense, or "<b>professional medical care incident</b>" which may result in a claim. To the extent possible, notice should include: (1) How, when and where the "occurrence", <del>[or]</del> offense or "<b>professional medical care incident</b>" 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", <del>[or]</del> offense or "<b>professional medical care incident.</b>"</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, <del>[or]</del> B, or D of this <del>[Coverage Part]</del> 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 <del>[g.]</del> 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 <del>[available to you]</del> including funds, pools or self-insurance, covering your liability for damages arising out of the premises or operations, <del>[or the products and completed operations,]</del> for which you have been added as an additional insured <del>[by attachment of an endorsement.]</del></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, <del>[or]</del> 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. <b>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.</b></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. <b>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.</b></p>	<p>Clarification of intent.</p>
<p>N/A</p>	<p><b>10. Liberalization</b> <b>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.</b></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 <del>[-including]</del> <b>and includes mental anguish resulting from any of these;</b> and b. <b>Except for mental anguish, includes death resulting from [any of these] the foregoing (item a. above) at any time.</b></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 <del>[-, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above];</del> or</p>	<p>Broadened coverage.</p>
<p>N/A</p>	<p><b>5. "Disciplinary proceedings" means any proceeding brought against you by a state regulatory or disciplinary official or agency to investigate charges alleging professional misconduct.</b></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", <del>or</del> "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.