

SERFF Tracking Number: UNCA-125306733 State: Arkansas
Filing Company: Universal Casualty Company State Tracking Number: AR-PC-07-026343
Company Tracking Number: AR-GL-0142
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: Form filing/AR-GL-0142

Filing at a Glance

Company: Universal Casualty Company

Product Name: General Liability

SERFF Tr Num: UNCA-125306733 State: Arkansas

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: AR-PC-07-026343

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: AR-GL-0142

State Status:

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith

Roberts, Brittany Yielding

Author: Larry Wilk

Disposition Date: 10/17/2007

Date Submitted: 10/05/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

General Information

Project Name: Form filing

Status of Filing in Domicile: Pending

Project Number: AR-GL-0142

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 10/17/2007

State Status Changed: 10/05/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We are filing a number of endorsements.

Company and Contact

Filing Contact Information

Larry Wilk, Compliance Manager

lwilk@univcas.com

150 Northwest Point Blvd. 2nd Floor

(847) 700-9163 [Phone]

Elk Grove Village, IL 60007

(847) 228-4104[FAX]

Filing Company Information

SERFF Tracking Number: UNCA-125306733 State: Arkansas
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Universal Casualty Company
150 Northwest Point Blvd. 2nd Floor
Elk Grove Village, IL 60007
(847) 700-9163 ext. [Phone]

CoCode: 42862
Group Code: 1326
Group Name:
FEIN Number: 36-2126444

State of Domicile: Illinois
Company Type:
State ID Number:

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Filing Fees

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

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
26904	\$50.00	09/27/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/17/2007	10/17/2007

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Disposition

Disposition Date: 10/17/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: UNCA-125306733 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Waiver - Transfer Of Rights Of Recovery Against Others To Us	Approved	Yes
Form	Exclusion - Assault And/Or Battery	Approved	Yes
Form	General Exclusion Endorsement	Approved	Yes
Form	Water Damage Liability Exclusion	Approved	Yes
Form	Punitive Damages Exclusion Endorsement	Approved	Yes
Form	Additional Insured - Scheduled Person Or Organization - Primary Or Non-Contributory Basis	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Waiver - Transfer Of Rights Of Recovery Against Others To Us	UCC 45 00	07 07	Endorsement/Amendment/Conditions	New	0.00	UCC 45 00 07 07 WAIVER (GL).pdf
Approved	Exclusion - Assault And/Or Battery	UCC 45 01	09 07	Endorsement/Amendment/Conditions	New	0.00	UCC 45 01 09 07 - EXCLUSION -ASSAULT AND OR BATTERY.pdf
Approved	General Exclusion Endorsement	UCC 45 02	09 07	Endorsement/Amendment/Conditions	New	0.00	UCC 45 02 09 07 - GENERAL EXCLUSION ENDORSEMENT.pdf
Approved	Water Damage Liability Exclusion03	UCC 45 03	09 07	Endorsement/Amendment/Conditions	New	0.00	UCC 45 03 09 07 - WATER DAMAGE LIABILITY EXCLUSION .pdf
Approved	Punitive Damages Exclusion Endorsement	UCC 45 10	09 07	Endorsement/Amendment/Conditions	New	0.00	UCC 45 10 09 07 - PUNITIVE DAMAGES EXCLUSION ENDORSEMENT.pdf
Approved	Additional Insured -	UCC 46 00	07 07	Endorsement/Amendment	New	0.00	UCC 46 00 07 07

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17.0001 Commercial General Liability

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Scheduled
Person Or
Organization -
Primary Or Non-
Contributory
Basis

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ons

ADDITIONA
L INSURED
CLAUSE
(GL).pdf

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER – TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement:

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement Effective Date
Insurance Co.	Countersigned By

(Authorized Representative)

SCHEDULE:

Name of Person or Organization:

The Transfer of Rights of Recovery Against Others To Us Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE on this endorsement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." The waiver applies only to the person or organization shown in the SCHEDULE on this endorsement, provided, however, no waiver of subrogation rights shall be applicable in the event of a final determination that SHIPPER, directors, officers, employees, were responsible, in whole or in part, in causing any injury of damage resulting in CARRIER or CARRIER's insurance provider to pay a claim.

Your signature is required if this endorsement is added after the initial issuance of the policy and indicates you acknowledge and accept the provisions of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION-ASSAULT AND/OR BATTERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

- A. This insurance does not apply to and we have no duty to defend any claims or "suits" for "bodily injury", "property damage", "personal Property, or "advertising injury" arising in whole or part out of:
1. the actual or threatened assault or battery whether caused by or at the instigation or direction of any insured, his employees, patrons or any other person;
 2. the failure of any insured or anyone else for whom any insured is legally responsible to prevent or suppress assault or battery; or
 3. the negligent:
 - a. employment;
 - b. investigation;
 - c. supervision;
 - d. training;
 - e. retention;
- of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (1) or (2) above.
- B. For the purpose of this endorsement, the words, "assault and/or battery" are intended to include, but are not limited to, sexual assault.
- C. Exclusion 2.a. of the Commercial General Liability Coverage Form is deleted in its entirety and replaced by the following:
- a. "Bodily injury" or "property damage" expected or intended from the standpoint of any insured.
- ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Endorsement Effective	Date
Named Insured	Countersigned By

(Authorized Representative)

In consideration of the premium charged, it is agreed the following exclusions are made a part of this policy:

ASBESTOS EXCLUSION

It is agreed this policy does not apply to any "personal injury," "bodily injury," "property damage" arising out of or resulting from Asbestos.

It is further agreed we shall have no obligation to defend or indemnify any insured for such loss, claim or suit

COMMUNICABLE DISEASE EXCLUSION

It is agreed this policy does not apply to "bodily injury," "personal injury," or "advertising injury" arising out of an affliction with a communicable disease or related virus. Communicable disease, treatment and testing associated with related viruses includes, but is not limited to, one or more of the following:

- Acquired Immune Deficiency Syndrome (AIDS)
- Human Immunodeficiency Virus
- Hepatitis

It is further agreed we shall have no obligation to defend or indemnify any insured for such loss, claim or suit.

SUBSIDENCE EXCLUSION

It is agreed this policy shall not apply to any claim of liability for "personal injury," "bodily injury," or "property damage" caused by, resulting from, attributable or contributed to, or aggravated by the subsidence of land as a result of landslide, mudflow, earth sinking or shifting, resulting from your operations or your subcontractor's operations.

It is further agreed we shall have no obligation to defend or indemnify any insured for such loss, claim or suit

SILICA EXCLUSION

It is agreed the coverage afforded by this policy does not apply to "bodily injury," "personal injury," or "property damage" arising out of:

- 1.) Inhaling, ingesting or prolonged physical exposure to silica or goods or products containing silica; or
- 2.) The use of silica in sandblasting operations; or
- 3.) The use of silica to clean or renovate any structure or object; or
- 4.) The manufacture, transportation, storage or disposal of silica or goods or products containing silica.

It is further agreed we shall have no obligation to defend or indemnify any insured for such loss, claim or suit

Chromated Copper Arsenate Treated Wood

In consideration of the premium charged, it is agreed the following exclusion is made a part of this policy.

It is agreed this policy does not apply to any "personal injury," "bodily injury," or "property damage" arising out of or resulting from chromated copper arsenate treated wood.

It is further agreed we shall have no obligation to defend or indemnify any insured for such loss, claim or suit

Cross Suits Exclusion

This insurance does not apply to "bodily injury," "property damage," advertising injury," or personal injury" sustained by you, provided such injury or damage arises out of the activities of any other person or organization qualifying as an insured under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER DAMAGE LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Endorsement Effective	
Named Insured	Countersigned By

(Authorized Representative)

This insurance does not apply to and we have no duty to defend any claims or "suits" arising from "property damage" to buildings or property therein, wherever occurring, arising out of any of the following causes; if such cause occurs on or from premises owned by or rented to any insured hereunder;

(1) the discharge, leakage or overflow of water or steam from plumbing, heating, refrigeration, or air conditioning systems, or

(2) the collapse or fall of tanks or the component parts or supports of automatic sprinklers, but this exclusion does not apply to "property damage" due to fire.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PUNITIVE DAMAGES EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Endorsement Effective	Date
Named Insured	Countersigned By

(Authorized Representative)

In consideration of the premium charged, it is agreed the following exclusions are made a part of this policy:

1. PUNITIVE DAMAGES

It is agreed this policy excludes any claim for punitive or exemplary damages whether arising out of acts of any insured, insured's employees, subcontractors or any other person. Punitive Damages is defined as "Those damages imposed to punish a wrongdoer and to deter others from similar conduct."

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION – PRIMARY OR NON-CONTRIBUTORY BASIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The provisions of the Coverage Form apply unless modified by this endorsement:

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured	Endorsement Effective Date
Insurance Co.	Countersigned By

(Authorized Representative)

SCHEDULE:

Policy Expiration Date: _____

PREMIUM: _____ \$100 _____

Name of Person or Organization:

- A. Who is an Insured is changed to include as an "insured" the person or organization shown in the SCHEDULE on this endorsement but only with respect to liability arising out of the operations and activities of the Named Insured. The Insurance provided under this policy to the person or organization shown in the SCHEDULE on this endorsement is primary insurance and we will not seek contribution from any other insurance available to that insured; except that, if the person or organization shown in the SCHEDULE on this endorsement is solely liable for the "loss", this insurance shall be excess and shall contribute to the "loss" as set forth in the policy.
- B. The coverage provided by this endorsement shall be subject to all the terms, conditions and exclusions of the policy and all endorsements attached thereto.
- C. The Additional Insured is covered for an amount up to the Limit of Insurance required by an agreement you have with them or the policy's Limit of Insurance, whichever is less.

Your signature here indicates you acknowledge and accept the provisions of this endorsement.

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Rate Information

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Supporting Document Schedules

		Review Status:	
Bypassed -Name:	Uniform Transmittal Document- Property & Casualty	Approved	10/17/2007
Bypass Reason:	This information is included in the General Information and Form Schedule tabs.		
Comments:			