

SERFF Tracking Number: ZURC-125271385 State: Arkansas
First Filing Company: American Guarantee and Liability Insurance State Tracking Number: AR-PC-07-025940
Company, ...
Company Tracking Number: CW-GL-26302
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: CW-GL-26302 Commercial GL Proprietary Form Revision In Accordance with ISO's 2007 Changes
Project Name/Number: CW-GL-26302 Commercial GL Proprietary Form Revision In Accordance with ISO's 2007 Changes /CW-GL-26302

Filing at a Glance

Companies: American Guarantee and Liability Insurance Company, Empire Fire and Marine Insurance Company, Zurich American Insurance Company, Zurich American Insurance Company of Illinois, American Zurich Insurance Company

Product Name: CW-GL-26302 Commercial GL SERFF Tr Num: ZURC-125271385 State: Arkansas

Proprietary Form Revision In Accordance with ISO's 2007 Changes

TOI: 17.0 Other Liability - Claims Made/Occurrence

SERFF Status: Closed

State Tr Num: AR-PC-07-025940

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: CW-GL-26302

State Status:

Filing Type: Form

Co Status: Not Applicable

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Author: Cindy Schultz

Disposition Date: 10/03/2007

Date Submitted: 08/29/2007

Disposition Status: Approved

Effective Date Requested (New): 02/01/2008

Effective Date (New):

Effective Date Requested (Renewal): 02/01/2008

Effective Date (Renewal):

General Information

Project Name: CW-GL-26302 Commercial GL Proprietary Form Revision In Accordance with ISO's 2007 Changes

Status of Filing in Domicile:

Project Number: CW-GL-26302

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 10/03/2007

State Status Changed: 08/30/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

In accordance with the filing requirements of your state, we submit for your review and approval our revised proprietary underwriting endorsements that have been revised in accordance with recent ISO 2007 changes made to the Commercial General Liability Coverage Part, endorsements and other affiliated coverages. In addition to the revisions resulting from the ISO 2004 changes, we are using this opportunity to make additional minor changes which do not stem from the ISO revisions.

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Company and Contact

Filing Contact Information

Cindy Schultz, Filing Analyst cindy.schultz@zurichna.com
 1400 American Lane (847) 762-7311 [Phone]
 Schaumburg, IL 60196 (847) 605-7768[FAX]

Filing Company Information

American Guarantee and Liability Insurance CoCode: 26247 State of Domicile: New York
 Company

1400 American Lane Group Code: 212 Company Type:
 Schaumburg, IL 60196 Group Name: State ID Number:
 (847) 605-6000 ext. [Phone] FEIN Number: 36-6071400

Empire Fire and Marine Insurance Company CoCode: 21326 State of Domicile: Nebraska
 13810 FNB Parkway Group Code: 212 Company Type:
 Omaha, NE 68154-5202 Group Name: State ID Number:
 (402) 963-5000 ext. [Phone] FEIN Number: 47-6022701

Zurich American Insurance Company CoCode: 16535 State of Domicile: New York
 1400 American Lane Group Code: 212 Company Type:
 Schaumburg, IL 60102 Group Name: State ID Number:
 (847) 605-6000 ext. [Phone] FEIN Number: 36-4233459

Zurich American Insurance Company of Illinois CoCode: 27855 State of Domicile: Illinois
 1400 American Lane Group Code: 212 Company Type:
 Schaumburg, IL 60196 Group Name: State ID Number:
 (847) 605-6000 ext. [Phone] FEIN Number: 36-2781080

American Zurich Insurance Company CoCode: 40142 State of Domicile: Illinois
 1400 American Lane Group Code: 212 Company Type:
 Schaumburg, IL 60196 Group Name: State ID Number:
 (847) 605-6000 ext. [Phone] FEIN Number: 36-3141762

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Filing Fees

Fee Required? Yes
 Fee Amount: \$450.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Zurich American Insurance Company	\$0.00	08/29/2007	
Empire Fire and Marine Insurance Company	\$0.00	08/29/2007	
American Guarantee and Liability Insurance Company	\$0.00	08/29/2007	
Zurich American Insurance Company of Illinois	\$0.00	08/29/2007	
American Zurich Insurance Company	\$0.00	08/29/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
3400296196	\$450.00	08/28/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/03/2007	10/03/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	09/05/2007	09/05/2007	Cindy Schultz	09/26/2007	09/26/2007

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Disposition

Disposition Date: 10/03/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Forms List	Approved	Yes
Supporting Document	Mock Ups	Approved	Yes
Supporting Document	Side By Side	Approved	Yes
Form	Commercial General Liability Coverage Extension Endorsement	Approved	Yes
Form	Prior Acts Extension	Approved	Yes
Form	Exclusion - Liquor Liability and Alcohol Consumption Health Hazards	Approved	Yes
Form	Additional Insured - Jail Nurses	Approved	Yes
Form	Exclusion - Blood or Tissue	Approved	Yes
Form	Valet Parking Endorsement	Approved	Yes
Form	Contractors Liability Endorsement	Approved	Yes
Form	Exclusion - Injury Or Damage From Earth Movement	Approved	Yes
Form	Abusive Act Liability Coverage Form	Withdrawn	Yes
Form	Pastoral Counseling Liability Coverage Form	Withdrawn	Yes
Form	Commercial General Liability Claims Made Coverage Renewal Certificate	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 09/05/2007

Submitted Date 09/05/2007

Respond By Date

Dear Cindy Schultz,

This will acknowledge receipt of the captioned filing.

With reference to Form U-GL-1251-B AR (12/07), this coverage is attaching to a CGL policy and may not contain defense within the limits of liability pursuant to AR Code Anno. 23-79-307 (5) (A). The defense must be outside the limit of liability or may be limited to an amount equal to the amount of coverage or sublimit for the endorsement. Please amend.

Also, please reference page 5 & 6, #2. You may not withhold either the basic or optional extended reporting periods for cancellation/termination due to non-payment of premium. Also, if money is received in payment of the optional extended reporting period, that money must be applied to put the optional extended reporting period coverage into effect, rather than first applied to premium owed on the terminated policy period.

Also, The limit of liability for the supplemental extended reporting period must be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate limit at policy inception.

With reference to Form U-GL-1252-B AR (12/07), this form also contains defense within the limits and is being filed under GL coverage. Please see above. You may withdraw and file as miscellaneous professional liability and then may include defense within the limits of liability but must be a minimum of \$1,000,000 limit of liability to comply with exemption Order 2007-049.

With reference to Form U-GL-1252-B AR, please see objections above for 1251.

Please feel free to contact me if you have questions.

Sincerely,

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Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/26/2007
Submitted Date 09/26/2007

Dear Edith Roberts,

Comments:

Response 1

Comments: We would like to withdraw the following forms from this filing:

U-GL-1251-B AR (12/07) Abusive Act Liability Coverage Form
U-GL-1252-B AR (12/07) Pastoral Counseling Liability Coverage Form

Thank You

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Cindy Schultz

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Commercial General Liability Coverage Extension Endorsement	EM 05 94	(05-07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 EM 05 94 (08-06) Previous Filing #: AR-PC-06-021014		EM05940507.pdf
Approved	Prior Acts Extension	U-GL-220-(2/05)	B CW	Endorsement/Amendment/Conditions	Replaced Form #:0.00 U-GL-220-A CW (6/93) Previous Filing #: unknown		UGL220BCW.pdf
Approved	Exclusion - Liquor Liability and Alcohol Consumption Health Hazards	U-GL-393-(04/2007)	B CW	Endorsement/Amendment/Conditions	Replaced Form #:0.00 U-GL-393-A CW (2/91) Previous Filing #: unknown		UGL393BCW.pdf
Approved	Additional Insured - Jail Nurses	U-GL-660-(05/2007)	B CW	Endorsement/Amendment/Conditions	Replaced Form #:0.00 U-GL-660-A CW (7/95) Previous Filing #: unknown		UGL660BCW.pdf
Approved	Exclusion - Blood or Tissue	U-GL-910-(5/2007)	B CW	Endorsement/Amendment/Conditions	Replaced Form #:0.00 U-GL-910-A CW (12/97) Previous Filing #: DOI #xxx/CW GL 14668		UGL910BCW.pdf
Approved	Valet Parking Endorsement	U-GL-1052-B CW	(12/07)	Endorsement/Amendment/Conditions	Replaced Form #:0.00 U-GL-1052-A CW (12/01) Previous Filing #: DOI #xxx/CW-GL-20803		UGL1052BCW.pdf

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Approved	Contractors Liability Endorsement	U-GL-1060-CW	(05/2007)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 U-GL-1060-B CW (06/04) Previous Filing #: CW-GL-23600	UGL1060CC W.pdf
Approved	Exclusion - Injury Or Damage From Earth Movement	U-GL-1080-B CW	(5/2007)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 U-GL-1080-A CW (12/01) Previous Filing #: DOI #xxx/CW GL 21241	UGL1080BC W.pdf
Withdrawn	Abusive Act Liability Coverage Form	U-GL-1251-B AR	(12/07)	Policy/Coverage Form	Replaced	Replaced Form #:0.00 U-GL-1251-A AR (09/05) Previous Filing #: AR-PC-05-016694	UGL1251BA R.pdf
Withdrawn	Pastoral Counseling Liability Coverage Form	U-GL-1252-B AR	(12/07)	Policy/Coverage Form	Replaced	Replaced Form #:0.00 U-GL-1252-A AR (09/05) Previous Filing #: AR-PC-05-016694	UGL1252BA R.pdf
Approved	Commercial General Liability Claims Made Coverage Renewal Certificate	U-GL-D-583-D CW	(08/2007)	Certificate	Replaced	Replaced Form #:0.00 U-GL-D-583-C CW (12/01) Previous Filing #: DOI #xxx/CW-GL-20803	UGLD583D. pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
COVERAGE EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respects to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

A. FIRE OR EXPLOSION DAMAGE LIABILITY

1. The word "fire" is changed to "fire or explosion" where it appears in:
 - a. The Limits of Insurance section of the Declarations;
 - b. The last paragraph of **SECTION I – COVERAGES, COVERAGE A** (after the **Exclusions**);
 - c. Paragraph **6.** of **SECTION III - LIMITS OF INSURANCE**; and
 - d. Paragraph **b.1.(a)** of the **Other Insurance** condition in **SECTION IV - CONDITIONS**:but the Limit of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from fire or explosion or both.
2. Subject to all the terms of **SECTION III – LIMITS OF INSURANCE**, the Fire or Explosion Limit is the higher of:
 - a. \$150,000; or
 - b. The amount shown in the Declarations.

This provision a. does not apply if Fire Damage Legal Liability of **COVERAGE A** is excluded either by the provisions of the coverage part or by endorsement.

B. AUTOMATIC FILL COVERAGE

This policy is extended to apply to "bodily injury" or "property damage" arising out of your failure to keep a person or premises supplied with fuel oil or propane in accordance with a written agreement by you to do so.

This provision **B.** does not apply if the failure to supply is:

1. A result of your inability to obtain a sufficient supply of fuel oil or propane for any reason; or
2. A result of your inability to deliver fuel, oil or propane because of the impassability of public or private roads or thoroughfares necessary for access to a person or premises; or
3. As a result of a payment or credit delinquency of the customer.

C. SUPPLEMENTARY PAYMENTS EXTENSION

The **SUPPLEMENTARY PAYMENTS – COVERAGE A AND B** limit for the cost of bail bonds is changed from \$250 to \$1,000.

4. POLLUTANTS REDEFINED

The definition of "pollutants" in **SECTION V – DEFINITIONS** is replaced with the following:

"Pollutants" means 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. "Pollutants" does not include propane gas, nor does it include fuel oil released, discharged or dispersed at customer's premises during the process of delivery.



Prior Acts Extension

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- Paragraph 1.b.(2) of Section 1 - Coverage A – Bodily Injury And Property Damage Liability and Paragraph 1.b. of Section 1 - Coverage B.- Personal And Advertising Injury Liability are deleted and replaced by the following:

The "bodily injury" or "property damage" occurs during the period of _____; or

The "personal and advertising injury" is caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the period of _____.

- The insurance afforded by the Commercial General Liability Coverage Part does not apply to any claims for damages:
 - First brought to any insurer prior to the effective date of this endorsement;
 - Brought against us because the limits of liability under any previous policy have been exhausted due to the payment of claims;
 - Because of the insolvency or bankruptcy of any prior insurer;
 - Arising from Medical Payments coverage;
 - Covered by any other valid and collectible insurance, including any extended reporting period provisions.
- This endorsement does not increase our Limits of Insurance as provided under the terms of this Coverage Part.
- Except as otherwise provided by this endorsement, the insurance provided will follow all the terms, conditions, definitions and exclusions of the current policy in force at the time the claim is brought to us.

Exclusion - Liquor Liability and Alcohol Consumption Health Hazards

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:
Address (including ZIP Code):

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

1. **Exclusion c. of 2. Exclusions of SECTION I – Coverage A – Bodily Injury And Property Damage** is deleted and replaced by the following:

This insurance does not apply to:

c. Liquor Liability And Alcohol Consumption Health Hazards

"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;
- (3) The violation of or application of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages; or
- (4) "Alcohol consumption health hazards".

Exclusions **c. (1), (2) and (3)** above apply only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

2. The following additional exclusion is added to **2. Exclusions of SECTION I – Coverage B – Personal and Advertising Injury**:

This insurance does not apply to:

Alcohol Consumption Health Hazards

"Personal and advertising injury" for which any insured may be held liable by reason of "alcohol consumption health hazards".

3. The following is added to **SECTION V – Definitions**:

"Alcohol consumption health hazards" means:

Alcohol induced "bodily injury" or "personal and advertising injury", including but not limited to:

- a. Fetal alcohol syndrome (FAS) physical or mental birth defects, which includes but is not limited to growth deficiency, heart defects, malformed facial features, and mental retardation, resulting from alcohol consumption during pregnancy;

- b. Alcohol consumption related diseases, such as alcoholism, cirrhosis of the liver, alcoholic hepatitis, heart disease, cancer, and pancreatitis;
- c. Other metabolic effects of alcohol consumption, including brain damage, impaired vision, impaired sexual function, sluggish circulation, malnutrition, water retention, skin disorders, weakening of bones and muscles, ulcers and decreased resistance to infection, psychological or mental injury; or
- d. Physical abuse, molestation, or suicide of any person.



ZURICH

Additional Insured – Jail Nurses

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

Named Insured / Mailing Address

Producer:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. **SECTION II – WHO IS AN INSURED** is amended to include your jail nurses, but only with respect to liability arising out of your law enforcement activities while on premises owned by or rented to you.
2. Paragraph 2.a.(1)(d) of **SECTION II – WHO IS AN INSURED** does not apply to Insureds described in this endorsement.



Exclusion – Blood or Tissue

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

Blood or Tissue

This insurance does not apply to:

Any actual, alleged or threatened "bodily injury", "property damage" or "personal and advertising injury" which arises out of or would not have occurred but for:

1. Exposure to blood, , blood components or plasma derivatives;
2. The transfusion of blood;
3. The transplantation or insertion of tissue, bone, organs, or any bodily fluid;

Valet Parking Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Item **g.(3)** of **2. Exclusions** of Section **I - Coverages - Bodily Injury And Property Damage Liability** is deleted in its entirety and replaced with the following:

g. (3) Parking an "auto" in the course of your business, provided the "auto" is not owned by or rented or loaned to you or the insured;

CONTRACTORS LIABILITY ENDORSEMENT



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

- Paragraph (2)(a) of exclusion **g. Aircraft, Auto or Watercraft** under **2. Exclusions of Section I – Coverage A Bodily Injury And Property Damage Liability** is amended to read as follows:

Less than 51 feet long; and

- The last paragraph of **2. Exclusions** under **Section I – Coverage A Bodily Injury And Property Damage Liability** is deleted and is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by “specific perils” 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 – Limits of Insurance**.

- Exclusion e. Contractual Liability of Coverage B – Personal And Advertising Injury Liability** is deleted and replaced by the following:

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; or
- Assumed in a written contract or agreement that is an “insured contract,” provided the “personal and advertising injury” is caused by an offense which occurs subsequent to the execution of the contract or agreement.

- Paragraph **a.** of **1. Insuring Agreement** under **Coverage C – Medical Payments** is deleted and replaced by the following;

- We will pay medical expenses as described below for “bodily injury” caused by an accident:

- On premises you own or rent;
- On ways next to premises you own or rent; or
- Because of your operations;

provided that:

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

5. Paragraph **1. b.** under **Supplementary Payments – Coverages A And B** is deleted and replaced with the following:
- b. The 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.
6. The following is added to paragraph **2** of **Section II – Who Is An Insured**.
- e. Your subsidiaries and subsidiaries of your subsidiaries will qualify as Named Insureds if shown as a Named Insured in the Declarations, or if not shown as a Named Insured in the declarations:
 - (1) Such entity has been incorporated or organized prior to the effective date of this policy, under the laws of the United States of America (including any state thereof), its territories or possessions or Canada (including any province thereof); and
 - (2) You currently own an interest in such entity of more than fifty percent.Unless shown as a named insured in the Declarations, coverage under this provision is afforded only until the 180th day after the effective date of:
 - (1) Your first Commercial General Liability Coverage Part policy period with us; or
 - (2) Your first Commercial General Liability Coverage Part policy period with us after twelve or more months from the expiration of your last Commercial General Liability Coverage Part with us.
7. Paragraph **3. a.** of **Section II – Who Is An Insured** is deleted and is replaced by the following:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
8. The following last paragraph of **Section II – Who Is An Insured** is deleted:
- 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.
9. The following is added to **Section II – Who Is An Insured**:
- 4. With respect to the "product-completed operations hazard" only, you are an insured for your "bodily injury" and "property damage" liability arising out of a terminated partnership or joint venture. However, no person or organization is an insured with respect to the conduct of any:
 - a. Current partnership or joint venture that is not shown as a Named Insured in the Declarations; or
 - b. Current or past limited liability company that is not shown as a Named Insured in the Declarations.The insurance provided by this provision will not inure to the benefit of any party except you.
10. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced with the following:
- 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 "specific perils", while rented to you or temporarily occupied by you with permission of the owner.
11. The following is added to paragraph **2. Duties In the Event of Occurrence, Claim, or Suit** of **Section IV – Commercial General Liability Conditions**:
- e. Knowledge of an "occurrence", claim or "suit" by the agent, servant or "employee" of an insured shall not in itself constitute your knowledge unless your officer, manager or partner has received notice of the "occurrence", claim, or "suit".

- f. Failure by an agent, servant or "employee" of an insured (other than an officer, manager or partner of an insured) to notify us of an "occurrence" will not be considered a failure to comply with paragraph a. and b. above.
12. Paragraph b. (1) (b) of item 4. **Other Insurance** under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:
- (b) That is building insurance for premises rented to you or temporarily occupied by you with permission of the owner;
13. The following is added to paragraph b. - **Excess Insurance** of 4. **Other Insurance** under **Section IV – Commercial General Liability Conditions**:
- (c) Any other insurance that is or was purchased to insure:
- (i) Your participation in a partnership or joint venture which terminated or ended prior to the effective date of this policy; or
- (ii) A subsidiary not shown as a Named Insured to the extent such subsidiary is an insured as described in paragraph 2.e. of **Section II – Who Is An Insured**.
14. The following is added to **Section IV – Commercial General Liability Conditions**:
- 10. Unintentional Errors and Omissions.**
- Any unintentional error or omission in the description of, or failure to completely describe any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.
- 11. Two or More Coverage Forms or Policies Issued by Us**
- If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence," the maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy and only that limit shall apply to that occurrence. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.
15. Item 3. of **Section V - Definitions** is deleted and replaced with the following:
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.
16. Item a. "Insured Contract" of 9. under **Section V - Definitions** is deleted and replaced with the following:
- 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 damages by "specified perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
17. The following is added to item 9. f. of **Section V - Definitions**:
- (4) That indemnifies a person or organization for "personal and advertising injury":
- (a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or
- (b) To an "employee" of such person or organization.
- (5) That part of any contract or agreement that indemnifies a labor leasing firm for "bodily injury" to "leased workers".

18. Item **a. (1)** of **22.** "Your Work" under **Section V - Definitions** is deleted and replaced with the following:

- (1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you to form a partnership or joint venture not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

19. The following are added to **Section V - Definitions**:

23. "Specific Perils" means:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

24. "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.



Exclusion – Injury Or Damage From Earth Movement

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:
Address (including ZIP Code):

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part
Products/Completed Operations Liability Coverage Part

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

Injury Or Damage From Earth Movement

This insurance does not apply to "bodily injury", "property damage" and "personal and advertising injury" arising out of, caused by, resulting from, contributed to, aggravated by, or related to earthquake, landslide, mudflow, subsidence, settling, slipping, falling away, shrinking, expansion, caving in, shifting, eroding, rising, tilting, or any other movement of land, earth or mud.

With respect to "bodily injury and "property damage", this exclusion applies only to the "products-completed operations hazard".



ZURICH

Abusive Act Liability Coverage Form

THIS FORM PROVIDES CLAIMS MADE COVERAGE AND DEFENSE EXPENSES ARE INCLUDED WITHIN THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

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 policy 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 **VI** – Definitions.

SECTION I – COVERAGES

ABUSIVE ACT LIABILITY

1. Insuring Agreement

- a.** We will pay "loss" because of "injury" resulting from an "abusive act" to which this insurance applies. We will have the right and duty to defend the insured against any "claim" for an "abusive act" to which this insurance applies. However, we will have no duty to defend the insured against any "claim" arising out of an "abusive act" to which this insurance does not apply. We may, at our discretion, settle any "claim" for an "abusive act". But:

- (1)** The amount we will pay for "loss" 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 "loss". "Defense expenses" are included in the limit of insurance.

No other obligation or liability to pay "losses" or perform acts or services is covered unless explicitly provided for under Special Supplementary Payments.

- b.** This insurance applies to "loss" because of "injury" resulting from an "abusive act" only if:
- (1)** The "abusive act" did not occur before the Retroactive Date, if any, shown in the Special Liability Coverage Form Declarations or after the end of the "policy period"; and
 - (2)** A "claim" to pay "loss" because of "injury" resulting from an "abusive act" is first made against any insured, in accordance with Paragraph **c.** below, during the "policy period" or any "extended reporting period" we provide under Section **V** – Extended Reporting Period.
- c.** A "claim" by a person or organization seeking payment for "loss" because of "injury" resulting from an "abusive act" will be deemed to have been made when notice of such "claim" is received by any insured or by us, whichever comes first.

All "claims" seeking payment for "loss" because of "injury" to the same person, including "claims" for "loss" by any person or organization for care, loss of services, or death resulting at any time from the "loss", will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. Any "claim" for any liability of the insured under any contract or agreement, except and then only to the extent that the insured would have been liable in the absence of such contract or agreement;
- b. Any "claim" brought by you or on your behalf or in the name or right of any insured, provided, however, this exclusion will not apply to any "claim" made by a "volunteer";
- c. Any "claim" based upon, arising out of or attributable, in whole or in part, to any "abusive act" that was alleged in or formed the basis of any litigation that was pending at any time prior to the effective date of this Coverage Part;
- d. Any "claim" based upon, arising out of or attributable, in whole or in part, to any "abusive act" of which any insured, other than any insured actually committing the "abusive act", has knowledge prior to the effective date of this Coverage Part;
- e. Any "claim" based upon, arising out of or attributable, in whole or in part, to any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or similar law;
- f. Any "abusive act" committed by an "employee" or "volunteer" with a prior criminal conviction for an "abusive act";
- g. Any person who actually or allegedly participated in, directed or knowingly allowed any "abusive act".

SPECIAL SUPPLEMENTARY PAYMENTS

We will reimburse you, only with respect to any "claim" for an "abusive act" to which this insurance applies, for the following expenses you incur:

1. Your reasonable expenses incurred in conducting an internal investigation of or counseling relating to allegations of an "abusive act"; and
2. Your reasonable expenses in retaining the services of a media consultant or public relations professional in response to allegations of an "abusive act".

These reimbursements will not reduce the limits of insurance. However, the most we will reimburse you for the sum of all such expenses, regardless of the number of "abusive acts", claimants, "claims" or insureds, is the Special Supplementary Payment Limit shown in the Special Liability Coverage Form Declarations. We have no obligation to arrange for any of these services or pay any of the service providers on your behalf.

SECTION II – WHO IS AN INSURED

Each of the following is an insured:

1. You, but only with respect to the conduct of your business described in the Special Liability Coverage Form Declarations;

2. Your "employees", directors, officers, trustees, clergy, wardens, deacons, elders, teachers, members of the vestry, members of the board of trustees, members of standing committees, members of the board of governors or members of the board of education, but only while any of these is performing duties in the conduct of your business described in the Special Liability Coverage Form Declarations; and
3. Any "volunteer", but only while performing, with your consent, duties in the conduct of your business described in the Special Liability Coverage Form Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Special Liability Coverage Form Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made; or
 - c. Persons or organizations making "claims".
2. The Aggregate Limit is the most we will pay for "loss" because of "injury" under this Coverage Part for all "claims" made in each "policy year", including the automatic "extended reporting period", regardless of the number of "abusive acts" or "claims". If this policy contains a Schedule of Insureds, a separate Aggregate Limit will apply to each Named Insured listed in that Schedule. "Defense expenses" are included within, and are not in addition to, the Limits of Insurance.
3. The Aggregate Limit for the optional "extended reporting period", if purchased, will be the Aggregate Limit remaining at the end of the "policy year" and automatic "extended reporting period" or 50% of the Aggregate Limit, whichever is greater.
4. Subject to Paragraphs 2. and 3. above, the Each Claim Limit is the most we will pay for "loss" because of "injury" for any one "claim". If this policy contains a Schedule of Insureds, a separate Each Claim Limit will apply to each Named Insured listed in that Schedule. We will only pay "loss" in excess of the Each Claim Retention shown in the Special Liability Coverage Form Declarations.
5. "Claims" based upon or arising out of or in any way involving the same or related "abusive acts", or the same or related series of "abusive acts", shall be deemed to be a single "claim", made at the time the first of those "claims" is made against any insured.

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. However, this provision shall not affect our ability to invoke any applicable statute of limitations, statute of repose or similar statute, common law principle or court rule on behalf of the insured.

2. Notice Of Facts, Circumstances Or Claims

- a. If, during the "policy period", an insured:
 - (1) Receives written notice from any party that it is the intention of such party to hold any insured responsible for an "abusive act"; or
 - (2) Becomes aware of any facts or circumstances which may subsequently give rise to a "claim" being made against an insured for an "abusive act",

and you give written notice thereof to us as soon as practicable and prior to the date of termination of the "policy period", specifying with particularity the "abusive act", the consequences which have resulted or may result therefrom and the circumstances by which the insured first became aware thereof, then any "claim" which may subsequently be made against the insured for such "abusive act" will be treated as a "claim" made during the "policy year" in which such notice was first given.

- b. You will, as a condition precedent to your rights under this Coverage Part, give to us notice in writing of any "claim" as soon as practicable, but in no event more than 30 days after the date of termination of the "policy period" (except for application of any "extended reporting period"), and you and any other involved insured must give us such information and cooperation as we may reasonably require.
- c. Following the furnishing of notice of "abusive act" or "claim", you and any other involved insured will, as soon as practicable, furnish us with copies of all reports, investigations, pleadings and all other papers and other information in connection therewith.

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 "claim" seeking "loss" 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 any amount that is not payable under the terms of this Coverage Part or that is 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 for a "loss" covered under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary when no other valid and collectible insurance is available to the insured for a "loss" we cover under this insurance.

b. Excess Insurance

Subject to Paragraph c. below, if other valid and collectible insurance is available to the insured for a "loss" we cover under this insurance, this insurance is excess over that insurance. When this insurance is excess, we will have no duty to defend the insured against any "claim" if any other insurer has a duty to defend the insured against that "claim". 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. We will pay only our share of the amount of "loss", if any, that exceeds the total amount that all such other insurance would pay for the "loss" in the absence of this insurance.

At our request, you will provide us with detailed information regarding all other insurance policies that have been issued to you as well as all other policies under which you could potentially seek coverage if you chose to do so. Also, at our request, you will tender any "claim" that we designate to any insurer(s) that we designate, and cooperate with us in seeking coverage (including contribution and/or indemnification of any amounts that we pay under this policy) for such "claim" from such insurer(s).

c. Non-Cumulation Of Insurance

In no event may the Limit of Insurance available under this policy be combined in any manner with the limits of insurance of any other insurance written by us or any of our affiliates.

5. Representations

By accepting this policy, you agree the statements contained in the application and any documents or information submitted with it are true, accurate and complete, and that we have issued this Coverage Part in reliance upon those statements.

6. 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.

7. Transfer Of Rights Of Recovery Against Others To Us

If the insured has the right 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 the "loss" to impair them. At our request, the insured will bring litigation or other proceedings, or transfer those rights to us and help us to enforce them.

8. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to you written notice of the non-renewal no less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - EXTENDED REPORTING PERIOD

If we cancel or fail or refuse to renew this Coverage Part for any reason or if you cancel or fail or refuse to renew this Coverage Part, you will have the right to an automatic "extended reporting period" and an optional "extended reporting period" as follows:

1. Automatic Extended Reporting Period

You will have the right to an extension of coverage otherwise provided under this Coverage Part with respect to any "claim" made during the period of 60 days after the effective date of such cancellation or nonrenewal (the automatic "extended reporting period"), but only with respect to any "abusive act" committed on or after the Retroactive Date and before the effective date of such cancellation or nonrenewal.

2. Optional Extended Reporting Period

You will have the right, upon payment of the percentage of the annualized "total coverage part premium" shown in the Special Liability Coverage Form Declarations, to purchase an extension of the coverage otherwise provided under this Coverage Part with respect to any "claim" made during the optional "extended reporting period", but only with respect to any "abusive act" committed on or after the Retroactive Date and before the effective date of such cancellation or nonrenewal. The right to purchase the "extended reporting period" will terminate unless written notice is given to us, together with payment of the additional premium, within 60 days after the effective date of nonrenewal or cancellation of the policy. The effective date of the optional "extended reporting period" will begin at the expiration of the automatic "extended reporting period". If premium is due to us for coverage under this Coverage Part, any monies received from you as payment for the optional "extended reporting period" shall be first

applied to such earned premium owed for this Coverage Part. We will advise you of the earned premium due at the time of termination of the coverage. The optional "extended reporting period" shall not take effect until the earned premium owed for this Coverage Part is paid in full and unless the earned premium owed for the optional "extended reporting period" is paid promptly when due.

The "extended reporting period" does not extend the "policy period", change the scope of coverage provided or reinstate or increase the Limits of Insurance. Once in effect, the "extended reporting period" may not be cancelled.

The offer by us of continued coverage under terms, conditions, limits of insurance or premiums different from those applicable to the expiring Coverage Part shall not constitute a refusal to renew.

SECTION VI – DEFINITIONS

1. "Abusive act" means any act or series of acts of actual or threatened abuse or molestation done to any person, resulting in "injury" to that person, including any act or series of acts of actual or threatened sexual abuse or molestation done to any person, resulting in "injury" to that person, by anyone who causes or attempts to cause the person to engage in a sexual act:
 - a. Without the consent of or by threatening the person, placing the person in fear or asserting undue influence over the person;
 - b. If that person is incapable of appraising the nature of the conduct or is physically incapable of declining participation in or communicating unwillingness to engage in the sexual act; or
 - c. By engaging in or attempting to engage in lewd exposure of the body done with intent to arouse or to satisfy the sexual desire of any person.

All interrelated or continuous "abusive acts" committed by one person or persons acting in concert, shall be deemed to be one "abusive act".

2. "Claim" means:
 - a. A written demand for monetary damages; or
 - b. A civil proceeding in which "loss" because of "injury" resulting from an "abusive act" to which this insurance applies is alleged, including any other alternative dispute resolution procedure, such as arbitration or mediation, to which the insured submits with our consent.
3. "Defense expenses" means reasonable costs, attorney's fees, charges and expenses incurred by us in the defense or appeal of a "claim" or investigation, including:
 - a. All court costs taxed against the insured by a court of law in a civil proceeding, but these court costs do not include attorney's fees or attorney's expenses taxed against the insured;
 - b. Prejudgment interest awarded against the insured on that part of the judgment we pay; provided, however, that 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;
 - c. All interest on the full amount of the judgment or award that accrues after entry of the judgment or award 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; and
 - d. The costs of attachment or similar bonds, but only for bond amounts within the applicable limit of insurance

and excluding salaries, wages, overhead or benefit expenses associated with any insured and further excluding any amount paid by any other insurer. We do not have to furnish any bonds.

4. "Employee" means a person employed by the insured for compensation and includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Extended reporting period" means the period of time after the effective date of cancellation or nonrenewal shown in the Special Liability Coverage Form Declarations.
6. "Injury" means physical injury, sickness, disease, mental anguish, mental injury, shock or fright or death of the person(s) who is the subject of an "abusive act".
7. "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".
8. "Loss" means those sums that the insured is legally obligated to pay as damages, plus "defense expenses"; provided, however, that "loss" will not include:
 - a. Taxes, fines or penalties;
 - b. Any damages awarded for punitive or exemplary purposes or any damages for which the amount is determined by the application of a multiplier, where such amounts are not insurable under applicable law; or
 - c. Any other sums that are uninsurable under the applicable law.
9. "Policy period" means the period of time from the effective date to the expiration date shown in the Special Liability Coverage Form Declarations or to any earlier date of termination.
10. "Policy year" means the period of one year following the effective date of this policy or any anniversary thereof or, if the time between the effective date or any anniversary thereof and the termination of the "policy period" is less than one year, such lesser period.
11. "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.
12. "Total coverage part premium" means the entire premium charged for this coverage, as the same may have been adjusted from time to time.
13. "Trial court" means a court of law in which civil or criminal litigation may be initiated.
14. "Volunteer" 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.



ZURICH

Pastoral Counseling Liability Coverage Form

THIS FORM PROVIDES CLAIMS MADE COVERAGE AND DEFENSE EXPENSES ARE INCLUDED WITHIN THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

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 policy 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 VI – Definitions.

SECTION I – COVERAGE

PASTORAL COUNSELING LIABILITY

1. Insuring Agreement

- a. We will pay "loss" because of "injury" resulting from a "pastoral counseling wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "claim" for a "pastoral counseling wrongful act" to which this insurance applies. However, we will have no duty to defend the insured against any "claim" arising out of a "pastoral counseling wrongful act" to which this insurance does not apply. We may, at our discretion, settle any "claim" for a "pastoral counseling wrongful act". But:
 - (1) The amount we will pay for "loss" 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 "loss". "Defense expenses" are included in the limit of insurance.
- b. This insurance applies to "loss" because of "injury" resulting from a "pastoral counseling wrongful act" only if:
 - (1) The "pastoral counseling wrongful act" did not occur before the Retroactive Date, if any, shown in the Special Liability Coverage Form Declarations or after the end of the "policy period"; and
 - (2) A "claim" to pay "loss" because of "injury" resulting from a "pastoral counseling wrongful act" is first made against any insured, in accordance with Paragraph c. below, during the "policy period" or any "extended reporting period" we provide under Section V – Extended Reporting Period.
- c. A "claim" by a person or organization seeking payment for "loss" because of "injury" resulting from a "pastoral counseling wrongful act" will be deemed to have been made when notice of such "claim" is received by any insured or by us, whichever comes first.

All "claims" seeking payment for "loss" because of "injury" to the same person, including "claims" for "loss" by any person or organization for care, loss of services, or death resulting at any time from the "loss", will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. Any "claim" based upon, arising out of or attributable, in whole or in part, to the rendering of services, counseling or treatments which are prohibited under any federal, state or municipal law or ordinance;
- b. Any "claim" based upon, arising out of or attributable, in whole or in part, to any counseling, referral, education or similar service provided on behalf of any entity other than a Named Insured;
- c. Any "claim" made against any "natural person" who qualifies as an insured and who has been determined by a "trial court":
 - (1) To have committed or been guilty of any criminal act or criminal omission; or
 - (2) To have committed any willful violation of the common law, any statute or any regulation

where that criminal act or criminal omission, or that willful violation, caused or contributed, in whole or in part, to the "injury" alleged in that "claim".

However, at our sole discretion and option, we may continue to pay "defense expenses" incurred on behalf of such an insured after the entry of such a determination against that insured.

The criminal act, criminal omission, or willful violation of the common law, any statute or any regulation by any insured shall not be imputed to any other insured for the purpose of determining the application of this exclusion;

- d. Any "claim" for any liability of the insured under any contract or agreement, except and then only to the extent that the insured would have been liable in the absence of such contract or agreement;
- e. Any "claim" brought by you or on your behalf or in the name or right of any insured, provided, however, that this exclusion will not apply to any "claim" made by an insured who is a "natural person" and who alleges a "pastoral counseling wrongful act" committed during the course of counseling;
- f. Any "claim" based upon, arising out of or attributable, in whole or in part, to any "pastoral counseling wrongful act" that was alleged in or formed the basis of any litigation that was pending at any time prior to the effective date of this Coverage Part;
- g. Any "claim" based upon, arising out of or attributable, in whole or in part, to any "pastoral counseling wrongful act" of which any insured, other than any insured actually committing the "pastoral counseling wrongful act", has knowledge prior to the effective date of this Coverage Part;
- h. Any "claim" based upon, arising out of or attributable, in whole or in part, to any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or similar law;
- i. Any "claim" based upon, arising out of or attributable, in whole or in part, to any "abusive act".

SECTION II – WHO IS AN INSURED

Each of the following is an insured:

- 1. You, but only with respect to the conduct of your business described in the Special Liability Coverage Form Declarations;
- 2. Officially ordained or appointed clergy of a denomination, but only with respect to providing professional counseling services as described in the application; and
- 3. Officers, directors, trustees or members of your board of governors, or similar governing body.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Special Liability Coverage Form Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made; or
 - c. Persons or organizations making "claims".
2. The Aggregate Limit is the most we will pay for "loss" because of "injury" under this Coverage Part for all "claims" made in each "policy year", including the automatic "extended reporting period", regardless of the number of "pastoral counseling wrongful acts" or "claims". If this policy contains a Schedule of Insureds, a separate Aggregate Limit will apply to each Named Insured listed in that Schedule. "Defense expenses" are included within, and are not in addition to, the Limits of Insurance.
3. The Aggregate Limit for the optional "extended reporting period", if purchased, will be the Aggregate Limit remaining at the end of the "policy year" and automatic "extended reporting period" or 50% of the Aggregate Limit, whichever is greater.
4. Subject to Paragraphs 2. and 3. above, the Each Claim Limit is the most we will pay for "loss" because of "injury" for any one "claim". If this policy contains a Schedule of Insureds, a separate Each Claim Limit will apply to each Named Insured listed in that Schedule. We will only pay "loss" in excess of the Each Claim Retention shown in the Special Liability Coverage Form Declarations.
5. "Claims" based upon or arising out of or in any way involving the same or related "pastoral counseling wrongful acts", or the same or related series of "pastoral counseling wrongful acts", shall be deemed to be a single "claim", made at the time the first of those "claims" is made against any insured.

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. However, this provision shall not affect our ability to invoke any applicable statute of limitations, statute of repose or similar statute, common law principle or court rule on behalf of the insured.

2. Notice Of Facts, Circumstances Or Claims

a. If, during the "policy period", an insured:

- (1) Receives written notice from any party that it is the intention of such party to hold any insured responsible for a "pastoral counseling wrongful act"; or
- (2) Becomes aware of any facts or circumstances which may subsequently give rise to a "claim" being made against an insured for a "pastoral counseling wrongful act",

and you give written notice thereof to us as soon as practicable and prior to the date of termination of the "policy period" specifying with particularity the "pastoral counseling wrongful act", the consequences which have resulted or may result therefrom and the circumstances by which the insured first became aware thereof, then any "claim" which may subsequently be made against the insured for such "pastoral counseling wrongful act" will be treated as a "claim" made during the "policy year" in which such notice was first given.

b. You will, as a condition precedent to your rights under this Coverage Part, give to us notice in writing of any "claim" as soon as practicable, but in no event more than 30 days after the date of termination of the "policy period" (except for application of any "extended reporting period" coverage you may purchase), and you and any other involved insured must give us such information and cooperation as we may reasonably require.

- c. Following the furnishing of notice of a "pastoral counseling wrongful act" or "claim", you and any other involved insured will, as soon as practicable, furnish us with copies of all reports, investigations, pleadings and all other papers and other information in connection therewith.

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 "claim" seeking "loss" 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 any amount that is not payable under the terms of this Coverage Part or that is 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 for a "loss" covered under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary when no other valid and collectible insurance is available to the insured for a "loss" we cover under this insurance.

b. Excess Insurance

Subject to Paragraph c. below, if other valid and collectible insurance is available to the insured for a "loss" we cover under this insurance, this insurance is excess over that insurance. When this insurance is excess, we will have no duty to defend the insured against any "claim" if any other insurer has a duty to defend the insured against that "claim". 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. We will pay only our share of the amount of "loss", if any, that exceeds the total amount that all such other insurance would pay for the "loss" in the absence of this insurance.

At our request, you will provide us with detailed information regarding all other insurance policies that have been issued to you as well as all other policies under which you could potentially seek coverage if you chose to do so. Also, at our request, you will tender any "claim" that we designate to any insurer(s) that we designate, and cooperate with us in seeking coverage (including contribution and/or indemnification of any amounts that we pay under this policy) for such "claim" from such insurer(s).

c. Non-Cumulation Of Insurance

In no event may the Limit of Insurance available under this policy be combined in any manner with the limits of insurance of any other insurance written by us or any of our affiliates.

5. Representations

By accepting this policy, you agree the statements contained in the application and any documents or information submitted with it are true, accurate and complete, and that we have issued this Coverage Part in reliance upon those statements.

6. 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.

7. Transfer Of Rights Of Recovery Against Others To Us

If the insured has the right 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 the "loss" to impair them. At our request, the insured will bring litigation or other proceedings or transfer those rights to us and help us to enforce them.

8. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to you written notice of the nonrenewal no less than 60 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - EXTENDED REPORTING PERIOD

If we cancel or fail or refuse to renew this Coverage Part for any reason or if you cancel or fail or refuse to renew this Coverage Part, you will have the right to an automatic "extended reporting period" and an optional "extended reporting period" as follows:

1. Automatic Extended Reporting Period

You will have the right to an extension of coverage otherwise provided under this Coverage Part with respect to any "claim" made during the period of 60 days after the effective date of such cancellation or nonrenewal (the automatic "extended reporting period"), but only with respect to any "pastoral counseling wrongful act" committed on or after the Retroactive Date and before the effective date of such cancellation or nonrenewal.

2. Optional Extended Reporting Period

You will have the right, upon payment of the percentage of the annualized "total coverage part premium" shown in the Special Liability Coverage Form Declarations, to purchase an extension of the coverage otherwise provided under this Coverage Part with respect to any "claim" made during the optional "extended reporting period", but only with respect to any "pastoral counseling wrongful act" committed on or after the Retroactive Date and before the effective date of such cancellation or nonrenewal. The right to purchase the "extended reporting period" will terminate unless written notice is given to us, together with payment of the additional premium, within 60 days after the effective date of nonrenewal or cancellation of the policy. The effective date of the optional "extended reporting period" will begin at the expiration of the automatic "extended reporting period". If premium is due to us for coverage under this Coverage Part, any monies received from you as payment for the optional "extended reporting period" shall be first applied to such earned premium owed for this Coverage Part. We will advise you of the earned premium due at the time of termination of the coverage. The optional "extended reporting period" shall not take effect until the earned premium owed for this Coverage Part is paid in full and unless the earned premium owed for the optional "extended reporting period" is paid promptly when due.

The "extended reporting period" does not extend the "policy period", change the scope of coverage provided or reinstate or increase the Limits of Insurance. Once in effect, the "extended reporting period" may not be cancelled.

The offer by us of continued coverage under terms, conditions, limits of insurance or premiums different from those applicable to the expiring Coverage Part shall not constitute a refusal to renew.

SECTION VI – DEFINITIONS

1. "Abusive act" means any act or series of acts of actual or threatened abuse or molestation done to any person, resulting in "injury" to that person, including any act or series of acts of actual or threatened sexual abuse or molestation done to any person, resulting in "injury" to that person, by anyone who causes or attempts to cause the person to engage in a sexual act:

- a. Without the consent of or by threatening the person, placing the person in fear or asserting undue influence over the person;
 - b. If that person is incapable of appraising the nature of the conduct or is physically incapable of declining participation in or communicating unwillingness to engage in the sexual act; or
 - c. By engaging in or attempting to engage in lewd exposure of the body done with intent to arouse or to satisfy the sexual desire of any person.
2. "Claim" means:
- a. A written demand for monetary damages; or
 - b. A civil proceeding in which "loss" because of "injury" resulting from a "pastoral counseling wrongful act" to which this insurance applies is alleged, including any other alternative dispute resolution procedure, such as arbitration or mediation, to which the insured submits with our consent.
3. "Defense expenses" means reasonable costs, attorney's fees, charges and expenses incurred by us in the defense or appeal of a "claim" or investigation, including:
- a. All court costs taxed against the insured by a court of law in a civil proceeding, but these court costs do not include attorney's fees or attorney's expenses taxed against the insured;
 - b. Prejudgment interest awarded against the insured on that part of the judgment we pay; provided, however, that 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;
 - c. All interest on the full amount of the judgment or award that accrues after entry of the judgment or award 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; and
 - d. The costs of attachment or similar bonds, but only for bond amounts within the applicable limit of insurance
- and excluding salaries, wages, overhead or benefit expenses associated with any insured and further excluding any amount paid by any other insurer. We do not have to furnish any bonds.
4. "Extended reporting period" means the period of time after the effective date of cancellation or nonrenewal shown in the Special Liability Coverage Form Declarations.
5. "Injury" means physical injury, sickness, disease, mental anguish, mental injury, shock or fright or death of the person(s) who is the subject of a "pastoral counseling wrongful act".
6. "Loss" means those sums that the insured is legally obligated to pay as damages, plus "defense expenses"; provided, however, that "loss" will not include:
- a. Taxes, fines or penalties;
 - b. Any damages awarded for punitive or exemplary purposes or any damages for which the amount is determined by the application of a multiplier, where such amounts are not insurable under applicable law; or
 - c. Any other sums that are uninsurable under the applicable law.
7. "Natural person" means a human being.
8. "Pastoral counseling wrongful act" means any actual or alleged act, error, neglect, omission, misstatement, misleading statement or breach of duty by an insured committed or allegedly committed during the course of providing counseling.

9. "Policy period" means the period of time from the effective date to the expiration date shown in the Special Liability Coverage Form Declarations or to any earlier date of termination.
10. "Policy year" means the period of one year following the effective date of this policy or any anniversary thereof or, if the time between the effective date or any anniversary thereof and the termination of the "policy period" is less than one year, such lesser period.
11. "Total coverage part premium" means the entire premium charged for this coverage, as the same may have been adjusted from time to time.
12. "Trial court" means a court of law in which civil or criminal litigation may be initiated.

Commercial General Liability Claims Made Coverage Renewal Certificate



Zurich American Insurance Company

Number:

American Guarantee and Liability Insurance Company

Named Insured and Mailing Address:

Service Office:

Producer and Mailing Address:

Policy

Policy period: From _____ to _____

(The renewal policy period begins and ends on the dates stated above at 12:01 a.m. standard time at your mailing address as stated above.)

In return for the payment of the premium shown below, and subject to all the terms of this policy unless otherwise specified, the above numbered policy is renewed for the term shown above. The policy is being renewed at rates in effect on the date of renewal.

Changes effective on the renewal date are shown on the endorsements listed below:

Current editions of forms revised during the previous policy term will be substituted at each renewal date. Forms and endorsements attached to this policy:

RETROACTIVE DATE IS THAT STATED IN THE ORIGINAL POLICY.

Coverages A and B of this insurance do not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date. Unless another date is shown above, the Retroactive date shall be the earliest of (a) the Retroactive Date of the claims made policy in effect immediately prior to this policy, or (b) the effective date of this policy.

Premium

Advance or deposit premium: \$ _____

Other premium: \$ _____

Total premium: \$ _____

Premium due when coverage begins: \$ _____

The remaining premium is due in _____ payments of \$ _____

and one payment of \$ _____

Premiums due with reports or resulting from audits are not included in the above premiums.

Audit period: _____

SERFF Tracking Number: ZURC-125271385 *State:* Arkansas
First Filing Company: American Guarantee and Liability Insurance *State Tracking Number:* AR-PC-07-025940
Company, ...
Company Tracking Number: CW-GL-26302
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: CW-GL-26302 Commercial GL Proprietary Form Revision In Accordance with ISO's 2007 Changes
Project Name/Number: CW-GL-26302 Commercial GL Proprietary Form Revision In Accordance with ISO's 2007 Changes /CW-GL-26302

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ZURC-125271385 State: Arkansas
 First Filing Company: American Guarantee and Liability Insurance State Tracking Number: AR-PC-07-025940
 Company, ...
 Company Tracking Number: CW-GL-26302
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
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Supporting Document Schedules

Review Status:
Bypassed -Name: Uniform Transmittal Document- Property & Casualty Approved 10/03/2007
Bypass Reason: SEE FORM SCHEDULE TAB
Comments:

Review Status:
Satisfied -Name: Explanatory Memorandum Approved 10/03/2007
Comments:
Attachment:
 AR Explanatory Memorandum 26302.pdf

Review Status:
Satisfied -Name: Forms List Approved 10/03/2007
Comments:
Attachment:
 AR Forms List.pdf

Review Status:
Satisfied -Name: Mock Ups Approved 10/03/2007
Comments:
Attachments:
 EM0594 0507 to 08 06.pdf
 U-GL-220-A to B CW.pdf
 ugl660 A to B CW.pdf
 ugl1080 a to b.pdf
 UGL1052 A to B.pdf
 U-GL-1060 B to C CW.pdf
 UGL1251AR compare.pdf
 UGL 1252AR Compare.pdf
 ugld583 c to d.pdf

SERFF Tracking Number: ZURC-125271385 State: Arkansas
First Filing Company: American Guarantee and Liability Insurance State Tracking Number: AR-PC-07-025940
Company, ...
Company Tracking Number: CW-GL-26302
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: CW-GL-26302 Commercial GL Proprietary Form Revision In Accordance with ISO's 2007 Changes
Project Name/Number: CW-GL-26302 Commercial GL Proprietary Form Revision In Accordance with ISO's 2007 Changes /CW-GL-26302

Review Status:

Satisfied -Name: Side By Side

Approved

10/03/2007

Comments:

Attachments:

UGL393 Comparison.pdf

UGL910 Comparison.pdf

Explanatory Memorandum

Attached are various proprietary underwriting endorsements that we have revised as a result of the recent ISO 2007 changes made to the Commercial General Liability Coverage Part, endorsements and other affiliated coverages. As a result of our comprehensive review of our proprietary forms, we are using this opportunity to make additional minor changes which do not stem from the ISO revisions.

The comparison documents attached to this filing explain the specific form changes made. The bulk of the revisions made have been minor editorial changes to make our endorsements track more accurately with the ISO Commercial General Liability Coverage form, i.e., changing paragraph numbering. For those changes, we include redlined versions of the old-to-new endorsements. In those few instances where more substantive changes have been made, we include narrative side-by-side form comparisons to explain the purpose of our changes.

ARKANSAS

Old Form	New Form	Companies
EM 05 94 (08-06)	EM 05 94 (05-07)	EFM
U-GL-220-A CW (6/93)	U-GL-220-B CW (2/05)	ZAIC
U-GL-393-A CW (02/91)	U-GL-393-B CW (04/2007)	AG,AZ,ZAI,ZAIC
U-GL-660-A CW (7/95)	U-GL-660-B CW (05/2007)	AG,AZ,ZAI,ZAIC
U-GL-910-A CW (12/97)	U-GL-910-B CW (5/2007)	AG,AZ,ZAI,ZAIC
U-GL-1080-A CW (12/01)	U-GL-1080-B CW (5/2007)	AG,AZ,ZAI,ZAIC
U-GL-1052-A CW (12/01)	U-GL-1052-B CW (12/07)	AG, AZ, ZAI,ZAIC
U-GL-1060-B CW (06/04)	U-GL-1060-C CW (05/2007)	AG, AZ, ZAI, ZAIC
U-GL-1251-A AR (09/05)	U-GL-1251-B AR (12/07)	AG, AZ, ZAI, ZAIC
U-GL-1252-A AR (09/05)	U-GL-1252-B AR (12/07)	AG, AZ, ZAI, ZAIC
U-GL-D-583-C CW (12/01)	U-GL-D-583-D CW (08/2007)	AG,AZ,ZAI,ZAIC

Companies

ZAIC – Zurich American Insurance Company

AG – American Guarantee and Liability Insurance Company

AZ – American Zurich Insurance Company

ZAI – Zurich American Insurance Company of Illinois

EFM – Empire Fire and Marine Insurance Company

Zurich North America
Forms Revised – 2007 ISO Changes

	Old Form	Title	New Form	Title	Differences
1.	EM 05 94 (08-06)	Commercial General Liability Coverage Extension	EM 05 94 (05-07)	General Liability Coverage Extension Endorsement	Minor changes. See attached comparisons.
2.	U-GL-220-A CW (6/93)	Prior Acts Extension Endorsement	U-GL-220-B CW (2/05)	Prior Acts Extension	Revised formatting per our current - one column instead of two. Also reference to Coverage <u>Part</u> instead of Coverage <u>Form</u> . Coverage Part includes all endorsement attachments. Coverage Form is just the basic coverage form without the endorsement attachments.
3.	U-GL-393-A CW (02/91)	Alcoholic Beverages Exclusion (endorsement not titled)	U-GL-393-B	Exclusion - Liquor Liability and Alcohol Consumption Health Hazards	See attached side by side explanatory
4.	U-GL-660-A CW (7/95)	Additional Insured – Jail Nurses	U-GL-660-B CW (05/2007)	Additional Insured – Jail Nurses	Minor changes. See attached comparisons.
5.	U-GL-910-A CW (12/97)	Blood or Tissue Exclusion Endorsement	U-GL-910-B CW (5/2007)	Exclusion – Blood Or Tissue	See attached side by side explanatory
6.	U-GL-1080-A CW (12/01)	Exclusion - Injury or Damage From Earth Movement	U-GL-1080-B CW (5/2007)	Exclusion – Injury Or Damage From Earth Movement	Minor changes. See attached comparisons.
7.	U-GL-1052-A CW (12/01)	Valet Parking Endorsement	U-GL-1052-B CW (12/07)	Valet Parking Endorsement	Minor changes. See attached comparisons.
8.	U-GL-1060-B CW (06/04)	Contractors Liability Endorsement	U-GL-1060-C CW (05/2007)	Contractors Liability Endorsement	Minor changes. See attached comparisons.
9.	U-GL-1251-A AR (09/05)	Abusive Act Liability Coverage Form	U-GL-1251-B AR (12/07)	Abusive Act Liability Coverage Form	The only major change is the clarification under the definition of Defense Expenses that court costs do not include attorney's fees or expenses taxed against the insured.
10.	U-GL-1252-A AR (09/05)	Pastoral Counseling Liability Coverage Form	U-GL-1252-B AR (12/07)	Pastoral Counseling Liability Coverage Form	The definition of "defense expenses" was changed in 3.a. to state that court costs are included except for attorney's fees and expenses taxed against the insured. There was an error in the Limits section as it referred to "abusive acts" when it should have referenced "pastoral counseling wrongful acts".
11.	U-GL-D-583-C CW (12/01)	Commercial General Liability Claims Made Coverage Renewal Certificate	U-GL-D-583-D CW (08/2007)	Commercial General Liability Claims Made Coverage Renewal Certificate	We changed the position of the reference to "Policy Number:" so that it appears directly over Service Office.

Zurich North America
Forms Revised – 2007 ISO Changes

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
COVERAGE EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respects to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

A. FIRE OR EXPLOSION DAMAGE LIABILITY

1. The word “fire” is changed to “fire or explosion” where it appears in:
 - a. The Limits of Insurance section of the Declarations;
 - b. The last paragraph of **SECTION I – COVERAGES, COVERAGE A** (after the **Exclusions**);
 - c. Paragraph **6. of SECTION III - LIMITS OF INSURANCE**; and
 - d. Paragraph **b.1.(a)** of the **Other Insurance** condition in **SECTION IV - CONDITIONS**;but the Limit of insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from fire or explosion or both.
2. Subject to all the terms of **SECTION III – LIMITS OF INSURANCE**, the Fire or Explosion Limit is the higher of:
 - a. \$150,000; or
 - b. The amount shown in the Declarations.

This provision a. does not apply if Fire Damage Legal Liability of **COVERAGE A** is excluded either by the provisions of the coverage part or by endorsement.

B. AUTOMATIC FILL COVERAGE

This policy is extended to apply to “bodily injury” or “property damage” arising out of your failure to keep a person or premises supplied with fuel oil or propane in accordance with a written agreement by you to do so.

This provision **B.** does not apply if the failure to supply is:

1. A result of your inability to obtain a sufficient supply of fuel oil or propane for any reason; or
2. A result of your inability to deliver fuel, oil or propane because of the impassability of public or private roads or thoroughfares necessary for access to a person or premises; or
3. As a result of a payment or credit delinquency of the customer.

C. SUPPLEMENTARY PAYMENTS EXTENSION

The **SUPPLEMENTARY PAYMENTS – COVERAGE A AND B** limit for the cost of bail bonds is changed from \$250 to \$1,000.

4. POLLUTANTS REDEFINED

The definition of “pollutants” in **SECTION V – DEFINITIONS** is replaced with the following:

“Pollutants” means 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. “Pollutants” does not include propane gas, nor does it include fuel oil released, discharged or dispersed at customer’s premises during the process of delivery.

Prior Acts Extension

Policy No.  	Exp. Date of Pol.	Eff. Date of End. 	Agency No.	Addl. Prem.	Return Prem. 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part 

- 1. Paragraph 1.b.(2) of Section 1 - Coverage A – Bodily Injury And Property Damage Liability and Paragraph 1.b. of Section 1 - Coverage B - Personal And Advertising Injury Liability are deleted and replaced by the following:**

The "bodily injury" or "property damage" occurs during the period of _____; or

The "personal and advertising injury" is caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the period of _____.

- 2. The insurance afforded by the Commercial General Liability Coverage Part does not apply to any claims for damages:**
- a. First brought to any insurer prior to the effective date of this endorsement;**
 - b. Brought against us because the limits of liability under any previous policy have been exhausted due to the payment of claims;**
 - c. Because of the insolvency or bankruptcy of any prior insurer;**
 - d. Arising from Medical Payments coverage;**
 - e. Covered by any other valid and collectible insurance, including any extended reporting period provisions.**
- 3. This endorsement does not increase our Limits of Insurance as provided under the terms of this Coverage Part.**
- 4. Except as otherwise provided by this endorsement, the insurance provided will follow all the terms, conditions, definitions and exclusions of the current policy in force at the time the claim is brought to us.**



ZURICH

Additional Insured Jail Nurses

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
						

Named Insured / Mailing Address

Producer:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. 

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. **SECTION II – WHO IS AN INSURED** is amended to include your jail nurses, but only with respect to liability arising out of your law enforcement activities while on premises owned by or rented to you. 
2. Paragraph 2.a.(1)(d) of **SECTION II – WHO IS AN INSURED** does not apply to Insureds described in this endorsement. 



Exclusion – Injury Or Damage From Earth Movement

Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:
Address (including ZIP Code):

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part
Products/Completed Operations Liability Coverage Part

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

Injury Or Damage From Earth Movement

This insurance does not apply to "bodily injury", "property damage" and "personal and advertising injury" arising out of, caused by, resulting from, contributed to, aggravated by, or attributed to earth quake, landslide, mudflow, subsidence, settling, slipping, falling away, shrinking, expansion, caving in, shifting, eroding, rising, tilting, or any other movement of land, earth or mud.

With respect to "bodily injury" and "property damage", this exclusion applies only to the "products-completed operations hazard".



Valet Parking Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:



COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Item **g.(3)** of **2. Exclusions** of Section I - Coverages - Bodily Injury And Property Damage Liability is deleted in its entirety and replaced with the following:



g. (3) Parking an "auto" in the course of your business, provided the "auto" is not owned by or rented or loaned to you or the insured;

CONTRACTORS LIABILITY ENDORSEMENT



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
					\$	\$

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

- Paragraph (2)(a) of exclusion **g. Aircraft, Auto or Watercraft** under **2. Exclusions of Section I – Coverage A Bodily Injury And Property Damage Liability** is amended to read as follows:

Less than 51 feet long; and

- The last paragraph of **2. Exclusions** under **Section I – Coverage A Bodily Injury And Property Damage Liability** is deleted and is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by “specific perils” 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 – Limits of Insurance**.

- Exclusion e. Contractual Liability** of **Coverage B – Personal And Advertising Injury Liability** is deleted and replaced by the following:

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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a written contract or agreement that is an “insured contract,” provided the “personal and advertising injury” is caused by an offense which occurs subsequent to the execution of the contract or agreement.

- Paragraph **a.** of **1. Insuring Agreement** under **Coverage C – Medical Payments** is deleted and replaced by the following;

- 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:

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

5. Paragraph **1. b.** under **Supplementary Payments – Coverages A And B** is deleted and replaced with the following:
- b. The 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.
6. The following is added to paragraph 2 of **Section II – Who Is An Insured.**
- e. Your subsidiaries and subsidiaries of your subsidiaries will qualify as Named Insureds if shown as a Named Insured in the Declarations, or if not shown as a Named Insured in the declarations:
 - (1) Such entity has been incorporated or organized prior to the effective date of this policy, under the laws of the United States of America (including any state thereof), its territories or possessions or Canada (including any province thereof); and
 - (2) You currently own an interest in such entity of more than fifty percent.
 Unless shown as a named insured in the Declarations, coverage under this provision is afforded only until the 180th day after the effective date of:
 - (1) Your first Commercial General Liability Coverage Part policy period with us; or
 - (2) Your first Commercial General Liability Coverage Part policy period with us after twelve or more months from the expiration of your last Commercial General Liability Coverage Part with us.
7. Paragraph **3. a.** of **Section II – Who Is An Insured** is deleted and is replaced by the following:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
8. The following last paragraph of **Section II – Who Is An Insured** is deleted:
- 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.
9. The following is added to **Section II – Who Is An Insured:**
- 4. With respect to the "product-completed operations hazard" only, you are an insured for your "bodily injury" and "property damage" liability arising out of a terminated partnership or joint venture. However, no person or organization is an insured with respect to the conduct of any:
 - a. Current partnership or joint venture that is not shown as a Named Insured in the Declarations; or
 - b. Current or past limited liability company that is not shown as a Named Insured in the Declarations.
 The insurance provided by this provision will not inure to the benefit of any party except you.
10. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced with the following:
- 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 "specific perils", while rented to you or temporarily occupied by you with permission of the owner.
11. The following is added to paragraph 2. **Duties In the Event of Occurrence, Claim, or Suit** of **Section IV – Commercial General Liability Conditions:**

- e. Knowledge of an "occurrence", claim or "suit" by the agent, servant or "employee" of an insured shall not in itself constitute your knowledge unless your officer, manager or partner has received notice of the "occurrence", claim, or "suit".

f. Failure by an agent, servant or "employee" of an insured (other than an officer, manager or partner of an insured) to notify us of an "occurrence" will not be considered a failure to comply with paragraph a. above.

12. Paragraph b. (1) (b) of item 4. **Other Insurance** under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

(b) That is building insurance for premises rented to you or temporarily occupied by you with permission of the owner;

13. The following is added to paragraph b. - **Excess Insurance** of 4. **Other Insurance** under **Section IV – Commercial General Liability Conditions**:

(c) Any other insurance that is or was purchased to insure:

(i) Your participation in a partnership or joint venture which terminated or ended prior to the effective date of this policy;

(ii) A subsidiary not shown as a Named Insured to the extent such subsidiary is an insured as described in paragraph 2.e. of **Section II – Who Is An Insured**.

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

10. Unintentional Errors and Omissions.

Any unintentional error or omission in the description of, or failure to completely describe any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

11. Two or More Coverage Forms or Policies Issued by Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence," the maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy and only that limit shall apply to the occurrence. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

15. Item 3. of **Section V - Definitions** is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

16. Item a. "Insured Contract" of 9. under **Section V - Definitions** is deleted and replaced with the following:

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 damages by "specified perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

17. The following is added to item 9. f. of **Section V - Definitions**:

(4) That indemnifies a person or organization for "personal and advertising injury":

(a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or

(b) To an "employee" of such person or organization.

(5) That part of any contract or agreement that indemnifies a labor leasing firm for "bodily injury" to "leased workers".

18. Item a. (1) of 22. "Your Work" under Section V - Definitions is deleted and replaced with the following:

- (1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you to form a partnership or joint venture not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

19. The following are added to Section V - Definitions:

23. "Specific Perils" means:

Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage".

24. "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking any part of a system or appliance containing water or steam.



ZURICH

Abusive Act Liability Coverage Form

THIS FORM PROVIDES CLAIMS MADE COVERAGE AND DEFENSE EXPENSES ARE INCLUDED WITHIN THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

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 policy 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 VI – Definitions.

SECTION I – COVERAGES

ABUSIVE ACT LIABILITY

1. Insuring Agreement

- a. We will pay "loss" because of "injury" resulting from an "abusive act" to which this insurance applies. We will have the right and duty to defend the insured against any "claim" for an "abusive act" to which this insurance applies. However, we will have no duty to defend the insured against any "claim" arising out of an "abusive act" to which this insurance does not apply. We may, at our discretion, settle any "claim" for an "abusive act". But:

- (1) The amount we will pay for "loss" 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 "loss". "Defense expenses" are included in the limit of insurance.

No other obligation or liability to pay "losses" or perform acts or services is covered unless explicitly provided for under Special Supplementary Payments.

- b. This insurance applies to "loss" because of "injury" resulting from an "abusive act" only if:
 - (1) The "abusive act" did not occur before the Retroactive Date, if any, shown in the Special Liability Coverage Form Declarations or after the end of the "policy period"; and
 - (2) A "claim" to pay "loss" because of "injury" resulting from an "abusive act" is first made against any insured, in accordance with Paragraph c. below, during the "policy period" or any "extended reporting period" we provide under Section V – Extended Reporting Period.
- c. A "claim" by a person or organization seeking payment for "loss" because of "injury" resulting from an "abusive act" will be deemed to have been made when notice of such "claim" is received by any insured or by us, whichever comes first.

All "claims" seeking payment for "loss" because of "injury" to the same person, including "claims" for "loss" by any person or organization for care, loss of services, or death resulting at any time from the "loss", will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. Any "claim" for any liability of the insured under any contract or agreement, except and then only to the extent that the insured would have been liable in the absence of such contract or agreement;
- b. Any "claim" brought by you or on your behalf or in the name or right of any insured, provided, however, this exclusion will not apply to any "claim" made by a "volunteer";
- c. Any "claim" based upon, arising out of or attributable, in whole or in part, to any "abusive act" that was alleged in or formed the basis of any litigation that was pending at any time prior to the effective date of this Coverage Part;
- d. Any "claim" based upon, arising out of or attributable, in whole or in part, to any "abusive act" of which any insured, other than any insured actually committing the "abusive act", has knowledge prior to the effective date of this Coverage Part;
- e. Any "claim" based upon, arising out of or attributable, in whole or in part, to any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or similar law;
- f. Any "abusive act" committed by an "employee" or "volunteer" with a prior criminal conviction for an "abusive act";
- g. Any person who actually or allegedly participated in, directed or knowingly allowed any "abusive act".

SPECIAL SUPPLEMENTARY PAYMENTS

We will reimburse you, only with respect to any "claim" for an "abusive act" to which this insurance applies, for the following expenses you incur:

1. Your reasonable expenses incurred in conducting an internal investigation of or counseling relating to allegations of an "abusive act"; and
2. Your reasonable expenses in retaining the services of a media consultant or public relations professional in response to allegations of an "abusive act".

These reimbursements will not reduce the limits of insurance. However, the most we will reimburse you for the sum of all such expenses, regardless of the number of "abusive acts", claimants, "claims" or insureds, is the Special Supplementary Payment Limit shown in the Special Liability Coverage Form Declarations. We have no obligation to arrange for any of these services or pay any of the service providers on your behalf.

SECTION II – WHO IS AN INSURED

Each of the following is an insured:

1. You, but only with respect to the conduct of your business described in the Special Liability Coverage Form Declarations;

2. Your "employees", directors, officers, trustees, clergy, wardens, deacons, elders, teachers, members of the vestry, members of the board of trustees, members of standing committees, members of the board of governors or members of the board of education, but only while any of these is performing duties in the conduct of your business described in the Special Liability Coverage Form Declarations; and
3. Any "volunteer", but only while performing, with your consent, duties in the conduct of your business described in the Special Liability Coverage Form Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Special Liability Coverage Form Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made; or
 - c. Persons or organizations making "claims".
2. The Aggregate Limit is the most we will pay for "loss" because of "injury" under this Coverage Part for all "claims" made in each "policy year", including the automatic "extended reporting period", regardless of the number of "abusive acts" or "claims". If this policy contains a Schedule of Insureds, a separate Aggregate Limit will apply to each Named Insured listed in that Schedule. "Defense expenses" are included within, and are not in addition to, the Limits of Insurance.
3. The Aggregate Limit for the optional "extended reporting period", if purchased, will be the Aggregate Limit remaining at the end of the "policy year" and automatic "extended reporting period" or 50% of the Aggregate Limit, whichever is greater.
4. Subject to Paragraphs 2. and 3. above, the Each Claim Limit is the most we will pay for "loss" because of "injury" for any one "claim". If this policy contains a Schedule of Insureds, a separate Each Claim Limit will apply to each Named Insured listed in that Schedule. We will only pay "loss" in excess of the Each Claim Retention shown in the Special Liability Coverage Form Declarations.
5. "Claims" based upon or arising out of or in any way involving the same or related "abusive acts", or the same or related series of "abusive acts", shall be deemed to be a single "claim", made at the time the first of those "claims" is made against any insured.

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. However, this provision shall not affect our ability to invoke any applicable statute of limitations, statute of repose or similar statute, common law principle or court rule on behalf of the insured.

2. Notice Of Facts, Circumstances Or Claims

- a. If, during the "policy period", an insured:
 - (1) Receives written notice from any party that it is the intention of such party to hold any insured responsible for an "abusive act"; or
 - (2) Becomes aware of any facts or circumstances which may subsequently give rise to a "claim" being made against an insured for an "abusive act",

and you give written notice thereof to us as soon as practicable and prior to the date of termination of the "policy period", specifying with particularity the "abusive act", the consequences which have resulted or may result therefrom and the circumstances by which the insured first became aware thereof, then any "claim" which may subsequently be made against the insured for such "abusive act" will be treated as a "claim" made during the "policy year" in which such notice was first given.

- b. You will, as a condition precedent to your rights under this Coverage Part, give to us notice in writing of any "claim" as soon as practicable, but in no event more than 30 days after the date of termination of the "policy period" (except for application of any "extended reporting period"), and you and any other involved insured must give us such information and cooperation as we may reasonably require.
- c. Following the furnishing of notice of "abusive act" or "claim", you and any other involved insured will, as soon as practicable, furnish us with copies of all reports, investigations, pleadings and all other papers and other information in connection therewith.

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 "claim" seeking "loss" 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 any amount that is not payable under the terms of this Coverage Part or that is 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 for a "loss" covered under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary when no other valid and collectible insurance is available to the insured for a "loss" we cover under this insurance.

b. Excess Insurance

Subject to [Paragraph c.](#) below, if other valid and collectible insurance is available to the insured for a "loss" we cover under this insurance, this insurance is excess over that insurance. When this insurance is excess, we will have no duty to defend the insured against any "claim" if any other insurer has a duty to defend the insured against that "claim". 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. We will pay only our share of the amount of "loss", if any, that exceeds the total amount that all such other insurance would pay for the "loss" in the absence of this insurance.



At our request, you will provide us with detailed information regarding all other insurance policies that have been issued to you as well as all other policies under which you could potentially seek coverage if you chose to do so. Also, at our request, you will tender any "claim" that we designate to any insurer(s) that we designate, and cooperate with us in seeking coverage (including contribution and/or indemnification of any amounts that we pay under this policy) for such "claim" from such insurer(s).

c. Non-Cumulation Of Insurance

In no event may the Limit of Insurance available under this policy be combined in any manner with the limits of insurance of any other insurance written by us or any of our affiliates.

5. Representations

By accepting this policy, you agree the statements contained in the application and any documents or information submitted with it are true, accurate and complete, and that we have issued this Coverage Part in reliance upon those statements.

6. 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.

7. Transfer Of Rights Of Recovery Against Others To Us

If the insured has the right 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 the "loss" to impair them. At our request, the insured will bring litigation or other proceedings, or transfer those rights to us and help us to enforce them.

8. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to you written notice of the non-renewal no less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - EXTENDED REPORTING PERIOD

If we cancel or fail or refuse to renew this Coverage Part for any reason or if you cancel or fail or refuse to renew this Coverage Part, you will have the right to an automatic "extended reporting period" and an optional "extended reporting period" as follows:

1. Automatic Extended Reporting Period

You will have the right to an extension of coverage otherwise provided under this Coverage Part with respect to any "claim" made during the period of 60 days after the effective date of such cancellation or nonrenewal (the automatic "extended reporting period"), but only with respect to any "abusive act" committed on or after the Retroactive Date and before the effective date of such cancellation or nonrenewal.

2. Optional Extended Reporting Period

You will have the right, upon payment of the percentage of the annualized "total coverage part premium" shown in the Special Liability Coverage Form Declarations, to purchase an extension of the coverage otherwise provided under this Coverage Part with respect to any "claim" made during the optional "extended reporting period", but only with respect to any "abusive act" committed on or after the Retroactive Date and before the effective date of such cancellation or nonrenewal. The right to purchase the "extended reporting period" will terminate unless written notice is given to us, together with payment of the additional premium, within 60 days after the effective date of nonrenewal or cancellation of the policy. The effective date of the optional "extended reporting period" will begin at the expiration of the automatic "extended reporting period". If premium due to us for coverage under this Coverage Part, any monies received from you as payment for the optional "extended reporting period" shall be first

applied to such earned premium owed for this Coverage Part. We will advise you of the earned premium due at the time of termination of the coverage. The optional "extended reporting period" shall not take effect until the earned premium owed for this Coverage Part is paid in full and unless the earned premium owed for the optional "extended reporting period" is paid promptly when due.

The "extended reporting period" does not extend the "policy period", change the scope of coverage provided or reinsure or increase the limits of Insurance. Once in effect, the "extended reporting period" may not be cancelled.

The offer by us of continued coverage under terms, conditions, limits of insurance or premiums different from those applicable to the expiring Coverage Part shall not constitute a refusal to renew.

SECTION VI – DEFINITIONS

1. "Abusive act" means any act or series of acts of actual or threatened abuse or molestation done to any person, resulting in "injury" to that person, including any act or series of acts of actual or threatened sexual abuse or molestation done to any person, resulting in "injury" to that person, by anyone who causes or attempts to cause the person to engage in a sexual act:
 - a. Without the consent of or by threatening the person, placing the person in fear or asserting undue influence over the person;
 - b. If that person is incapable of appraising the nature of the conduct or is physically incapable of declining participation in or communicating unwillingness to engage in the sexual act; or
 - c. By engaging in or attempting to engage in lewd exposure of the body done with intent to arouse or to satisfy the sexual desire of any person.

All interrelated or continuous "abusive acts" committed by one person or persons acting in concert, shall be deemed to be one "abusive act".

2. "Claim" means:
 - a. A written demand for monetary damages; or
 - b. A civil proceeding in which "loss" because of "injury" resulting from an "abusive act" to which this insurance applies is alleged, including any other alternative dispute resolution procedure, such as arbitration or mediation, to which the insured submits with our consent.
3. "Defense expenses" means reasonable costs, attorney's fees, charges and expenses incurred by us in the defense or appeal of a "claim" or investigation, including:
 - a. All court costs taxed against the insured by a court of law in a civil proceeding, but these court costs do not include attorney's fees or attorney's expenses taxed against the insured;
 - b. Prejudgment interest awarded against the insured on that part of the judgment we pay; provided, however, that 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;
 - c. All interest on the full amount of the judgment or award that accrues after entry of the judgment or award 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; and
 - d. The costs of attachment or similar bonds, but only for bond amounts within the applicable limit of insurance

and excluding salaries, wages, overhead or benefit expenses associated with any insured and further excluding any amount paid by any other insurer. We do not have to furnish any bonds.

4. "Employee" means a person employed by the insured for compensation and includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Extended reporting period" means the period of time after the effective date of cancellation or nonrenewal shown in the Special Liability Coverage Form Declarations.
6. "Injury" means physical injury, sickness, disease, mental anguish, mental injury, shock or fright or death of the person(s) who is the subject of an "abusive act".
7. "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".
8. "Loss" means those sums that the insured is legally obligated to pay as damages, plus "defense expenses"; provided, however, that "loss" will not include:
 - a. Taxes, fines or penalties;
 - b. Any damages awarded for punitive or exemplary purposes or any damages for which the amount is determined by the application of a multiplier, where such amounts are not insurable under applicable law; or
 - c. Any other sums that are uninsurable under the applicable law.
9. "Policy period" means the period of time from the effective date to the expiration date shown in the Special Liability Coverage Form Declarations or to any earlier date of termination.
10. "Policy year" means the period of one year following the effective date of this policy or any anniversary thereof or, if the time between the effective date or any anniversary thereof and the termination of the "policy period" is less than one year, such lesser period.
11. "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.
12. "Total coverage part premium" means the entire premium charged for this coverage, as the same may have been adjusted from time to time.
13. "Trial court" means a court of law in which civil or criminal litigation may be initiated.
14. "Volunteer" 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.



ZURICH

Pastoral Counseling Liability Coverage Form

THIS FORM PROVIDES CLAIMS MADE COVERAGE AND DEFENSE EXPENSES ARE INCLUDED WITHIN THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

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 policy 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 VI – Definitions.

SECTION I – COVERAGE

PASTORAL COUNSELING LIABILITY

1. Insuring Agreement

a. We will pay "loss" because of "injury" resulting from a "pastoral counseling wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "claim" for a "pastoral counseling wrongful act" to which this insurance applies. However, we will have no duty to defend the insured against any "claim" arising out of a "pastoral counseling wrongful act" to which this insurance does not apply. We may, at our discretion, settle any "claim" for a "pastoral counseling wrongful act". But:

(1) The amount we will pay for "loss" 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 "loss". "Defense expenses" are included in the limit of insurance.

b. This insurance applies to "loss" because of "injury" resulting from a "pastoral counseling wrongful act" only if:

(1) The "pastoral counseling wrongful act" did not occur before the Retroactive Date, if any, shown in the Special Liability Coverage Form Declarations or after the end of the "policy period"; and

(2) A "claim" to pay "loss" because of "injury" resulting from a "pastoral counseling wrongful act" is first made against an insured, in accordance with Paragraph c below, during the "policy period" or any "extended reporting period" we provide under Section V – Extended Reporting Period.

c. A "claim" by a person or organization seeking payment for "loss" because of "injury" resulting from a "pastoral counseling wrongful act" will be deemed to have been made when notice of such "claim" is received by any insured or by us, whichever comes first.

All "claims" seeking payment for "loss" because of "injury" to the same person, including "claims" for "loss" by any person or organization for bodily loss of service or death resulting at any time from the "loss" will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. Any "claim" based upon, arising out of or attributable, in whole or in part, to the rendering of services, counseling or treatments which are prohibited under any federal, state or municipal law or ordinance;
- b. Any "claim" based upon, arising out of or attributable, in whole or in part, to any counseling, referral, education or similar service provided on behalf of any entity other than a Named Insured;
- c. Any "claim" made against any "natural person" who qualifies as an insured and who has been determined by a "trial court":

(1) To have committed or been guilty of any criminal act or criminal omission; or

(2) To have committed any willful violation of the common law, any statute or any regulation

where that criminal act or criminal omission, or that willful violation, caused or contributed, in whole or in part, to the "injury" alleged in that "claim".

However, at our sole discretion and option, we may continue to pay "defense expenses" incurred on behalf of such an insured after the entry of such a determination against that insured.

The criminal act, criminal omission, or willful violation of the common law, any statute or any regulation by any insured shall not be imputed to any other insured for the purpose of determining the application of this exclusion;

- d. Any "claim" for any liability of the insured under any contract or agreement, except and then only to the extent that the insured would have been liable in the absence of such contract or agreement;
- e. Any "claim" brought by you or on your behalf or in the name or right of any insured, provided, however, that this exclusion will not apply to any "claim" made by an insured who is a "natural person" and who alleges a "pastoral counseling wrongful act" committed during the course of counseling;
- f. Any "claim" based upon, arising out of or attributable, in whole or in part, to any "pastoral counseling wrongful act" that was alleged in or formed the basis of any litigation that was pending at any time prior to the effective date of this Coverage Part;
- g. Any "claim" based upon, arising out of or attributable, in whole or in part, to any "pastoral counseling wrongful act" of which any insured, other than any insured actually committing the "pastoral counseling wrongful act", has knowledge prior to the effective date of this Coverage Part;
- h. Any "claim" based upon, arising out of or attributable, in whole or in part, to any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or similar law;
- i. Any "claim" based upon, arising out of or attributable, in whole or in part, to any "abusive act".

SECTION II – WHO IS AN INSURED

Each of the following is an insured:

- 1. You, but only with respect to the conduct of your business described in the Special Liability Coverage Form Declarations;
- 2. Officially ordained or appointed clergy of a denomination, but only with respect to providing professional counseling services as described in the application; and
- 3. Officers, directors, trustees or members of your board of governors, or similar governing body.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Special Liability Coverage Form Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made; or
 - c. Persons or organizations making "claims".
2. The Aggregate Limit is the most we will pay for "loss" because of "injury" under this Coverage Part for all "claims" made in each "policy year", including the automatic "extended reporting period", regardless of the number of "pastoral counseling wrongful acts" or "claims". If a policy contains a Schedule of Insureds, a separate Aggregate Limit will apply to each Named Insured listed in that Schedule. "Defense expenses" are included within, and are not in addition to, the Limits of Insurance.
3. The Aggregate Limit for the optional "extended reporting period", if purchased, will be the Aggregate Limit remaining at the end of the "policy year" and automatic "extended reporting period" or 50% of the Aggregate Limit, whichever is greater.
4. Subject to Paragraphs 2. and 3. above, the Each Claim Limit is the most we will pay for "loss" because of "injury" for any one "claim". If this policy contains a Schedule of Insureds, a separate Each Claim Limit will apply to each Named Insured listed in that Schedule. We will only pay "loss" in excess of the Each Claim Retention shown in the Special Liability Coverage Form Declarations.
5. "Claims" based upon or arising out of or in any way involving the same or related "pastoral counseling wrongful acts", or the same or related series of "pastoral counseling wrongful acts", shall be deemed to be a single "claim", made at the time the first of those "claims" made against any insured.

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. However, this provision shall not affect our ability to invoke any applicable statute of limitations, statute of repose or similar statute, common law principle or court rule on behalf of the insured.

2. Notice Of Facts, Circumstances Or Claims

- a. If, during the "policy period", an insured:
 - (1) Receives written notice from any party that it is the intention of such party to hold any insured responsible for a "pastoral counseling wrongful act"; or
 - (2) Becomes aware of any facts or circumstances which may subsequently give rise to a "claim" being made against an insured for a "pastoral counseling wrongful act",

and you give written notice thereof to us as soon as practicable and prior to the date of termination of the "policy period" specifying with particularity the "pastoral counseling wrongful act", the consequences which have resulted or may result therefrom and the circumstances by which the insured first became aware thereof, then any "claim" which may subsequently be made against the insured for such "pastoral counseling wrongful act" will be treated as a "claim" made during the "policy year" in which such notice was first given.

- b. You will, as a condition precedent to your rights under this Coverage Part, give to us notice in writing of any "claim" as soon as practicable, but in no event more than 30 days after the date of termination of the "policy period" (except for application of any "extended reporting period" coverage you may purchase), and you and any other involved insured must give us such information and cooperation as we may reasonably require.

- c. Following the furnishing of notice of a "pastoral counseling wrongful act" or "claim", you and any other involved insured will, as soon as practicable, furnish us with copies of all reports, investigations, pleadings and all other papers and other information in connection therewith.

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 "claim" seeking "loss" 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 any amount that is not payable under the terms of this Coverage Part or that is 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 for a "loss" covered under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary when no other valid and collectible insurance is available to the insured for a "loss" we cover under this insurance.

b. Excess Insurance

Subject to Paragraph c. below, if other valid and collectible insurance is available to the insured for a "loss" we cover under this insurance, this insurance is excess over that insurance. When this insurance is excess, we will have no duty to defend the insured against any "claim" if any other insurer has a duty to defend the insured against that "claim". 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. We will pay only our share of the amount of "loss", if any, that exceeds the total amount that all such other insurance would pay for the "loss" in the absence of this insurance.

At our request, you will provide us with detailed information regarding all other insurance policies that have been issued to you as well as all other policies under which you could potentially seek coverage if you chose to do so. Also, at our request, you will tender any "claim" that we designate to any insurer(s) that we designate, and cooperate with us in seeking coverage (including contribution and/or indemnification of any amounts that we pay under this policy) for such "claim" from such insurer(s).

c. Non-Cumulation Of Insurance

In no event may the Limit of Insurance available under this policy be combined in any manner with the limits of insurance of any other insurance written by us or any of our affiliates.

5. Representations

By accepting this policy, you agree the statements contained in the application and any documents or information submitted with it are true, accurate and complete, and that we have issued this Coverage Part in reliance upon those statements.

6. 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.

7. Transfer Of Rights Of Recovery Against Others To Us

If the insured has the right 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 the "loss" to impair them. At our request, the insured will bring litigation or other proceedings or transfer those rights to us and help us to enforce them.

8. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to you written notice of the nonrenewal no less than 60 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - EXTENDED REPORTING PERIOD

If we cancel or fail or refuse to renew this Coverage Part for any reason or if you cancel or fail or refuse to renew this Coverage Part, you will have the right to an automatic "extended reporting period" and an optional "extended reporting period" as follows:

1. Automatic Extended Reporting Period

You will have the right to an extension of coverage otherwise provided under this Coverage Part with respect to any "claim" made during the period of 60 days after the effective date of such cancellation or nonrenewal (the automatic "extended reporting period"), but only with respect to any "pastoral counseling wrongful act" committed on or after the Retroactive Date and before the effective date of such cancellation or nonrenewal.

2. Optional Extended Reporting Period

You will have the right, upon payment of the percentage of the annualized "total coverage part premium" shown in the Special Liability Coverage Form Declarations, to purchase an extension of the coverage otherwise provided under this Coverage Part with respect to any "claim" made during the optional "extended reporting period", but only with respect to any "pastoral counseling wrongful act" committed on or after the Retroactive Date and before the effective date of such cancellation or nonrenewal. The right to purchase the "extended reporting period" will terminate unless written notice is given to us, together with payment of the additional premium, within 60 days after the effective date of nonrenewal or cancellation of the policy. The effective date of the optional "extended reporting period" will begin at the expiration of the automatic "extended reporting period". If premium is due to us for coverage under this Coverage Part, any monies received from you as payment for the optional "extended reporting period" shall be first applied to such earned premium owed for this Coverage Part. We will advise you of the earned premium due at the time of termination of the coverage. The optional "extended reporting period" shall not take effect until the earned premium owed for this Coverage Part is paid in full and unless the earned premium owed for the optional "extended reporting period" is paid promptly when due.

The "extended reporting period" does not extend the "policy period", change the scope of coverage provided or reinsure or increase the limits of insurance. Once in effect, the "extended reporting period" may not be cancelled.

The offer by us of continued coverage under terms, conditions, limits of insurance or premiums different from those applicable to the expiring Coverage Part shall not constitute a refusal to renew.

SECTION VI – DEFINITIONS

- 1. "Abusive act" means any act or series of acts of actual or threatened abuse or molestation done to any person, resulting in "injury" to that person, including any act or series of acts of actual or threatened sexual abuse or molestation done to any person, resulting in "injury" to that person, by anyone who causes or attempts to cause the person to engage in a sexual act:

- a. Without the consent of or by threatening the person, placing the person in fear or asserting undue influence over the person;
 - b. If that person is incapable of appraising the nature of the conduct or is physically incapable of declining participation in or communicating unwillingness to engage in the sexual act; or
 - c. By engaging in or attempting to engage in lewd exposure of the body done with intent to arouse or to satisfy the sexual desire of any person.
2.  "Claim" means:
- a. A written demand for monetary damages; or
 - b. A civil proceeding in which "loss" because of "injury" resulting from a "pastoral counseling wrongful act" to which this insurance applies is alleged, including any other alternative dispute resolution procedure, such as arbitration or mediation, to which the insured submits with our consent.
3. "Defense expenses" means reasonable costs, attorney's fees, charges and expenses incurred by us in the defense or appeal of a "claim" or investigation, including:
- a. All court costs taxed against the insured by a court of law in a civil proceeding, but these court costs do not include attorney's fees or attorney's expenses taxed against the insured; 
 - b. Prejudgment interest awarded against the insured on that part of the judgment we pay; provided, however, that 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;
 - c. All interest on the full amount of the judgment or award that accrues after entry of the judgment or award 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; and
 - d. The costs of attachment or similar bonds, but only for bond amounts within the applicable limit of insurance and excluding salaries, wages, overhead or benefit expenses associated with any insured and further excluding any amount paid by any other insurer. We do not have to furnish any bonds.
4.  "Extended reporting period" means the period of time after the effective date of cancellation or nonrenewal shown in the Special Liability Coverage Form Declarations. 
5. "Injury" means physical injury, sickness, disease, mental anguish, mental injury, shock or fright or death of the person(s) who is the subject of a "pastoral counseling wrongful act".
6. "Loss" means those sums that the insured is legally obligated to pay as damages, plus "defense expenses"; provided, however, that "loss" will not include:
- a. Taxes, fines or penalties;
 - b. Any damages awarded for punitive or exemplary purposes or any damages for which the amount is determined by the application of a multiplier, where such amounts are not insurable under applicable law; or
 - c. Any other sums that are uninsurable under the applicable law.
7. "Natural person" means a human being.
8. "Pastoral counseling wrongful act" means any actual or alleged act, error, neglect, omission, misstatement, misleading statement or breach of duty by an insured committed or allegedly committed during the course of providing counseling.

9. "Policy period" means the period of time from the effective date to the expiration date shown in the Special Liability Coverage Form Declarations or to any earlier date of termination.
10. "Policy year" means the period of one year following the effective date of this policy or any anniversary thereof or, if the time between the effective date or any anniversary thereof and the termination of the "policy period" is less than one year, such lesser period.
11. "Total coverage part premium" means the entire premium charged for this coverage, as the same may have been adjusted from time to time.
12. "Trial court" means a court of law in which civil or criminal litigation may be initiated.





Commercial General Liability Claims Made Coverage Renewal Certificate



Zurich American Insurance Company

Policy

Number:

American Guarantee and Liability Insurance Company

Service Office:

Named Insured and Mailing Address:

Producer and Mailing Address:

Policy period: From _____ to _____

(The renewal policy period begins and ends on the dates stated above at 12:01 a.m. standard time at your mailing address as stated above.)

In return for the payment of the premium shown below, and subject to all the terms of this policy unless otherwise specified, the above numbered policy is renewed for the term shown above. The policy is being renewed at rates in effect on the date of renewal.

Changes effective on the renewal date are shown on the endorsements listed below:

Current editions of forms revised during the previous policy term will be substituted at each renewal date. Forms and endorsements attached to this policy:

RETROACTIVE DATE IS THAT STATED IN THE ORIGINAL POLICY.

Coverages A and B of this insurance do not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date. Unless another date is shown above, the Retroactive date shall be the earliest of (a) the Retroactive Date of the claims made policy in effect immediately prior to this policy, or (b) the effective date of this policy.

Premium

Advance or deposit premium: \$ _____

Other premium: \$ _____

Total premium: \$ _____

Premium due when coverage begins: \$ _____

The remaining premium is due in _____ payments of \$ _____

and one payment of \$ _____

Premiums due with reports or resulting from audits are not included in the above premiums.

Audit period: _____ 

Exclusion – Liquor Liability and Alcohol Consumption Health Hazard

Old/Prior U-GL-393-A	New U-GL-393-B	Differences
<p>Applies to CGL</p> <p>Exclusion c. of 2. Exclusions of Section I – Coverages; Coverage A. Bodily Injury and Property Damage Liability is deleted and replaced by the following:</p> <p>This insurance does not apply to:</p> <p>c. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:</p> <p>(1) "Health hazards" which arise from the use of alcohol;</p> <p>(2) Causing or contributing to the intoxication of any person;</p> <p>(3) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or</p> <p>(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.</p>	<p>Applies to CGL</p> <p>Exclusion c. of 2. Exclusions of Section I – Coverages; Coverage A. Bodily Injury and Property Damage Liability is deleted and replaced by the following:</p> <p>This insurance does not apply to:</p> <p>c. Liquor Liability And Alcohol Consumption Health Hazards</p> <p>"Bodily injury" or "property damage" for which any insured may be held liable by reason of:</p> <p>(1) Causing or contributing to the intoxication of any person;</p> <p>(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or</p> <p>(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.</p> <p>(4) "Alcohol consumption health hazards".</p>	<p>Same</p> <p>Same</p> <p>This is a restatement of the basic CGL liquor liability exclusion language, but with the addition of language also excluding the health hazards of alcohol use. In the revised version of this endorsement, the defined "health hazards" has been revised to be "alcohol consumption health hazards". There is no change in exclusion intent; we just believe this is a better way to describe the excluded exposure.</p>
<p>No similar language.</p>	<p>The following additional exclusion is added to 2. Exclusions of SECTION I – Coverage B. Personal and Advertising Injury:</p> <p>This insurance does not apply to:</p> <p>"Personal and advertising injury" for which any insured may be held liable by reason of "alcohol consumption health hazards".</p> <p>3. The following is added to SECTION V. Definitions:</p>	<p>The alcohol consumption health hazard exposure only is excluded both for bodily injury/property damage and for personal and advertising injury coverages. We believe the CGL policy is not intended to cover any such exposure.</p>
<p>"Health hazards" is added to the Definitions Section by the following:</p> <p>"Health hazards" means:</p>	<p>"Alcohol consumption health hazards" means:</p>	<p>Health hazards redefined as "alcohol consumption health hazards for further clarity of intent.</p>
<p>Alcohol induced "bodily injury", including but not limited to:</p>	<p>Alcohol induced "bodily injury" or "personal and advertising injury", including but not limited to:</p>	<p>Alcohol consumption health hazards is excluded for both bodily injury/property damage and personal and advertising injury in the revised version of</p>

		this exclusion endorsement.
(a) Fetal alcohol syndrome (FAS) – physical or mental birth defects, which includes but is not limited to growth deficiency, heart defects, malformed facial features, and mental retardation, resulting from usage of alcohol during pregnancy;	a. Fetal alcohol syndrome (FAS) – physical or mental birth defects, which includes but is not limited to growth deficiency, heart defects, malformed facial features, and mental retardation, resulting from alcohol consumption during pregnancy;	Slight editing of language – "usage of alcohol" changed to "alcohol consumption" for clarity of intent.
(b) Alcohol related diseases, such as alcoholism, cirrhosis of the liver, alcoholic hepatitis, heart disease, cancer, and pancreatitis;	b. Alcohol related diseases, such as alcoholism, cirrhosis of the liver, alcoholic hepatitis, heart disease, cancer, and pancreatitis;	Same
(c) Other metabolic effects of alcohol abuse, including brain damage, impaired vision, impaired sexual function, sluggish circulation, malnutrition, water retention, skin disorders, weakening of bones and muscles, ulcers and decreased resistance to infection, psychological or mental injury; or	c. Other metabolic effects of alcohol abuse, including brain damage, impaired vision, impaired sexual function, sluggish circulation, malnutrition, water retention, skin disorders, weakening of bones and muscles, ulcers and decreased resistance to infection, psychological or mental injury; or	Same
(d) Physical abuse, molestation, or suicide of any person.	d. Physical abuse, molestation, or suicide of any person.	Same

Exclusion – Blood Or Tissue

Old/Prior U-GL-910-A	New U-GL-910-B	Differences
<p>Applies to CGL It is agree that the following exclusion is added to the policy:</p>	<p>Applies to CGL The following exclusion is added to 2. Exclusions of Section I- Coverage A – Bodily Injury And Property Damage and Paragraph 2. Exclusions of Section I – Personal and Advertising Injury Liability.</p>	<p>Same More specific reference to section of policy where exclusion is added</p>
<p>This insurance does not apply to any obligation of ours:</p>	<p>This insurance does not apply to:</p>	<p>Editing change consistent with lead-in Exclusion section language used in basic CGL coverage part</p>
<p>A. To investigate, settle or defend any claim or "suit" against any insured alleging actual or threatened injury or damage of any nature or kind including loss of use to persons or property which arises out of or would not have occurred but for:</p>	<p>Any actual, alleged or threatened "bodily injury", "property damage" or "personal and advertising injury" which arises out of or would not have occurred but for:</p>	<p>We no longer need to restate on endorsements that we have no defense obligation for excluded exposures. This is now inclusive language in the basic CGL coverage part insuring agreements.</p>
<p>1. Exposure to blood, transfusion of blood, blood components or plasma derivatives or from the transplantation or insertion of tissue, bone, organs, or any bodily fluid;</p>	<p>1. Exposure to blood, transfusion of blood, blood components or plasma derivatives or from the transplantation or insertion of tissue, bone, organs, or any bodily fluid;</p>	<p>Injury or damage excluded is stated in more specific terms consistent with policy coverages. Same</p>
<p>2. Manifestation of any disease relating to exposure to blood, transfusion of blood, blood components or plasma derivatives or from the transplantation or insertion of tissue, bone, organs, or any bodily fluid;</p>	<p>2. Manifestation of any disease relating to exposure to blood, transfusion of blood, blood components or plasma derivatives or from the transplantation or insertion of tissue, bone, organs, or any bodily fluid;</p>	<p>Basically the same exclusion language, except for the last line. Insuring agreement language now in CG 0001 applies to any loss occurring prior to the policy period. It is not necessary to restate this in endorsements.</p>
<p>during the policy period or at any time prior to the policy period.</p>		
<p>B. To pay, contribute to, or indemnify another for any injury or damage that arises out of any such claim or "suit".</p>	<p>No similar language</p>	<p>Redundant language no longer needed.</p>