

SERFF Tracking Number: ZURC-125329383 State: Arkansas  
First Filing Company: American Zurich Insurance Company, ... State Tracking Number: AR-PC-07-026486  
Company Tracking Number: CW-GL-26632  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: CW-GL-26632 General Liability Enhancement Endorsement for Schools - Form  
Project Name/Number: CW-GL-26632 General Liability Enhancement Endorsement for Schools - Form /CW-GL-26632

## Filing at a Glance

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

Product Name: CW-GL-26632 General Liability SERFF Tr Num: ZURC-125329383 State: Arkansas  
Enhancement Endorsement for Schools - Form

TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: AR-PC-07-026486  
Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: CW-GL-26632 State Status:  
Filing Type: Form Co Status: Not Applicable Reviewer(s): Betty Montesi, Edith Roberts

Author: Cindy Schultz

Date Submitted: 10/19/2007

Disposition Date: 10/29/2007

Disposition Status: Approved

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

Effective Date (New):

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

Effective Date (Renewal):

## General Information

Project Name: CW-GL-26632 General Liability Enhancement  
Endorsement for Schools - Form

Status of Filing in Domicile: Pending

Project Number: CW-GL-26632

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 10/29/2007

State Status Changed: 10/23/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

In accordance with the filing requirements of your state, we enclose for your review and approval new forms for use with our Municipal Risk Program. The coverage is written using the ISO Commercial General Liability Coverage form with proprietary endorsements. The endorsements offer coverage enhancements that are particular to a school risk. Please see the explanatory memorandum for details.

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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 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	

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

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	

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	

## Filing Fees

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

*SERFF Tracking Number:* ZURC-125329383      *State:* Arkansas  
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**Per Company:** No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Zurich American Insurance Company	\$50.00	10/19/2007	16200653
American Guarantee and Liability Insurance Company	\$0.00	10/19/2007	
Zurich American Insurance Company of Illinois	\$0.00	10/19/2007	
American Zurich Insurance Company	\$0.00	10/19/2007	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/29/2007	10/29/2007

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## Disposition

Disposition Date: 10/29/2007

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
Form	General Liability Enhancement Endorsement For Municipal Risks	Approved	Yes
Form	General Liability Enhancement Endorsement For Municipal Risks Supplemental Schedule	Approved	Yes
Form	General Liability Enhancement Endorsement For Municipal Risks With Emergency Operations	Approved	Yes
Form	General Liability Enhancement Endorsement For Municipal Risks With Emergency Operations Supplemental Schedule	Approved	Yes
Form	Additional Insured - Employees - Designated Healthcare Professionals	Approved	Yes
Form	Municipal Risks Broadcasting and Publication - Personal And Advertising Injury Liability Extension	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	General Liability Enhancement For CW Municipal Risks	U-GL-1315-A	07 07	Endorsement/Amendment/Conditions	New	0.00	U-GL-1315-A CW CGL.pdf
Approved	General Liability Enhancement For CW Municipal Risks Supplemental Schedule	U-GL-1316-A	07 07	Declaration	New s/Schedule	0.00	U-GL-1316-A CW GL Supp Schedule.pdf
Approved	General Liability Enhancement For CW Municipal Risks With Emergency Operations	U-GL-1317-A	07 07	Endorsement/Amendment/Conditions	New	0.00	U-GL-1317-A CW CGL w Emergency Ops.pdf
Approved	General Liability Enhancement For CW Municipal Risks With Emergency Operations Supplemental Schedule	U-GL-1318-A	07 07	Endorsement/Amendment/Conditions	New	0.00	U-GL-1318-A CW GL w Emergency Ops Supp Sched.pdf
Approved	Additional Insured - Employees - Designated Healthcare Professionals	U-GL-1319-A	07 07	Endorsement/Amendment/Conditions	New	0.00	U-GL-1319-A CW GL Add'l Ins Empl.pdf
Approved	Municipal Risks Broadcasting and Publication -	U-GL-1320-A	07 07	Endorsement/Amendment/Conditions	New	0.00	U-GL-1320-A CW Municipal

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Personal And  
Advertising Injury  
Liability  
Extension

Broadcasting  
.pdf



# General Liability Enhancement Endorsement For Municipal Risks



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 PART**

**1. WATER TREATMENT AND SEWER BACKUP EXTENSION**

**Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability** is amended as follows:

Subparagraphs **(1)(a)** and **(b)** of Exclusion **f. Pollution** do not apply to:

- a. The application or use of chlorine or sodium hypochlorite in your sewage treatment or water purification operations; or
- b. The backup of sewage into a building from any sewage facility or sanitary sewer system you own, operate, or maintain, but only if the backup did not result from any corrosive or radioactive material or waste in the sewage.

**2. PESTICIDE, HERBICIDE OR CHLORINE APPLICATION COVERAGE**

**Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability** is amended as follows:

Subparagraphs **(1)(a)** and **(d)** of Exclusion **f. Pollution** do not apply to:

- a. Pesticide or herbicide application operations if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations; or
- b. The application or use of chlorine in swimming pools.

**3. NON-OWNED WATERCRAFT**

**Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability** is amended as follows:

Subparagraph **(2)(a)** of Exclusion **g. Aircraft, Auto Or Watercraft** is replaced with the following:

**(2)** A watercraft you do not own that is:

- (a)** Less than 51 feet long; and

**4. SUPPLEMENTARY PAYMENTS**

**Section I – Coverages, Supplementary Payments – Coverages A And B** is amended as follows:

Paragraphs **1.b.** and **d.** are replaced by the following:

- b. Up to the Limit of Insurance shown on the General Liability Enhancement Endorsement For Municipal Risks Supplemental Schedule for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to the Limit of Insurance shown on the General Liability Enhancement Endorsement For Municipal Risks Supplemental Schedule because of time off from work.

## 5. ELECTED OR APPOINTED OFFICIALS AS INSUREDS

The following is added to **Section II – Who Is An Insured**, Paragraph 1.:

- f. Your elected or appointed officials, your commissions, authorities, boards or agencies, their commissioners, officers, or members are insureds but only while acting within the scope of their duties as such.

## 6. EMPLOYEES AND VOLUNTEER WORKERS, AND LESSORS OF EQUIPMENT AS INSUREDS

**Section II – Who Is An Insured**, Paragraph 2. is replaced by the following:

2. Each of the following is also an insured:

- a. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for:

(1) “Bodily injury” or “personal and advertising injury”:

- (a) To you, while the “employees” or “volunteer workers” are performing duties related to the conduct of your business or the “employees” are performing acts within the scope of their employment by you;
- (b) To your spouse, child, parent, brother or sister as a consequence of paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) “Property damage” to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your “employee” or “volunteer worker”), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization from whom you lease equipment is an additional insured when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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

- f. The owner of commandeered “mobile equipment” is an insured while the equipment is in your temporary care, custody or control and is being used as part of an “emergency operation”, but only with respect to their liability arising out of your use of the commandeered “mobile equipment”.

A person or organization’s status as an additional insured under this provision ends when the commandeered “mobile equipment” has been returned to the owner.

## 7. NOTICE OF ERROR IN CLAIM REPORTING

The following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**:

- e. In the event that an insured reports an “occurrence” to the workers compensation carrier of the Named Insured and this “occurrence” later develops into a General Liability claim covered by this policy, the failure to report such “occurrence” to us at the time of the “occurrence” shall not be deemed in violation of this condition. You must give us notice as soon as practicable after being made aware that the particular claim is a General Liability claim.

## 8. REPRESENTATIONS CONDITION

**Section IV – Commercial General Liability Conditions**, Paragraph 6. **Representations** is replaced by the following:

### 6. Representations

- a. By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based on representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

- b. Coverage will continue to apply if you:

- (1) Unintentionally fail to disclose all hazards existing at the inception of this policy; or
- (2) Unintentionally make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after discovery of any hazard or any other information that was not provided to us prior to the acceptance of this policy.

## 9. MOBILE EQUIPMENT CLARIFICATION

Subparagraph b. of Paragraph 12. “Mobile Equipment” in **Section V. Definitions** is replaced by the following:

- b. Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an “auto” and not “mobile equipment” if the only reason for considering it “mobile equipment” is that it is maintained for use exclusively on streets or highways owned by you.

## 10. AMENDMENT OF COVERAGE FOR PREMISES RENTED TO YOU

- a. The word Fire is changed to “specific perils” where it appears in:

- (1) Paragraph 6. in **Section III – Limits Of Insurance**;
- (2) Paragraph 4.b. **Excess Insurance** in **Section IV – Commercial General Liability Conditions**; and
- (3) Paragraph 9.a. in **Section V – Definitions**.

- b. The last paragraph, Paragraph 2. **Exclusions** of **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by “specific perils” to premises 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**. This limit will apply to all damages proximately caused by the same event, whether such damage results from one or more of these perils.

- c. The following is added to **Section V – Definitions**:

“Specific perils” means fire, explosion, smoke or riot or civil commotion.

Paragraphs 10.a., 10.b. and 10.c. of this endorsement do not apply if no limit is shown for Damage To Premises Rented To You on the General Liability Declarations page of the policy.



**ZURICH**

# General Liability Enhancement Endorsement For Municipal Risks Supplemental Schedule

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 Schedule is used in conjunction with the General Liability Declarations when the Commercial General Liability Coverage Part includes the General Liability Enhancement Endorsement For Municipal Risks. This Schedule supplements the General Liability Declarations.

**SCHEDULE**

**ADDITIONAL COVERAGES AND COVERAGE ENHANCEMENTS**

Water Treatment And Sewer Backup Extension	Extension of Coverage
Pesticide, Herbicide Or Chlorine Application Coverage	Extension of Coverage
Non-Owned Watercraft – Less Than 51 Feet In Length	Extension of Coverage
Supplementary Payments	
Bail Bonds	\$5,000 Limit of Insurance
Reasonable Expenses Incurred By Insured	\$400 Per Day Limit of Insurance
Elected Or Appointed Officials As Insured	Extension of Coverage
Employees And Volunteer Workers, And Lessors Of Equipment As Insureds	Extension of Coverage
Notice Of Error In Claim Reporting	Extension of Coverage
Representations Condition	Extension of Coverage
Mobile Equipment Clarification	Clarification of Definition
Amendment Of Coverage For Property Rented To You	Extension of Coverage



ZURICH

# General Liability Enhancement Endorsement For Municipal Risks With Emergency Operations

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:

**GENERAL LIABILITY COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**1. EXPECTED OR INTENDED INJURY – EMERGENCY SERVICES**

As respects your fire and emergency rescue services operations only, **Section I – Coverages, Coverage A. Bodily Injury And Property Damage Liability** Paragraph **2. Exclusion a.** is replaced by the following:

“Bodily Injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from your efforts to protect persons or property and arising out of the operations of your fire department first aid squad, ambulance squad or rescue squad.

**2. WATER TREATMENT AND SEWER BACKUP EXTENSION**

**Section I – Coverages, Coverage A. Bodily Injury And Property Damage Liability** is amended as follows:

Paragraph **2. Exclusions; f. Pollution (1) (a) and (b)** do not apply to:

- a. The application or use of chlorine or sodium hypochlorite in your sewage treatment or water purification operations.
- b. The backup of sewage into a building from any sewage facility or sanitary sewer system you own, operate, or maintain, but only if the backup did not result from any corrosive or radioactive material or waste in the sewage.

**3. PESTICIDE, HERBICIDE OR CHLORINE APPLICATION COVERAGE**

**Section I – Coverages, Coverage A. Bodily Injury And Property Damage Liability** is amended as follows:

Paragraph **2. Exclusions; f. Pollution (1) (a) and (d)** do not apply to:

- a. Pesticide or herbicide application operations if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations;
- b. The application or use of chlorine in swimming pools.

**4. AMENDMENT OF POLLUTION EXCLUSION – EMERGENCY AND TRAINING OPERATIONS**

**Section I – Coverages, Coverage A. Bodily Injury And Property Damage Liability** Paragraph **2. Exclusions; f. Pollution** does not apply to “emergency operations” or “training operations”.

**5. NON-OWNED WATERCRAFT**

**Section I – Coverages, Coverage A. Bodily Injury And Property Damage**, Paragraph **2. Exclusions; g. Aircraft, Auto Or Watercraft (2) (a)** is replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and

## 6. COMMANDEERED MOBILE EQUIPMENT

**Section I – Coverages, Coverage A. Bodily Injury And Property Damage, Paragraph 2. Exclusions; j. Damage to Property** Paragraph (3) and (4) do not apply to “Mobile Equipment” borrowed or commandeered by the insured in connection with “emergency operations”.

## 7. SUPPLEMENTARY PAYMENTS

**Section I – Coverages, Supplementary Payments – Coverages A. and B., Paragraph 1. b. and d.** are replaced by the following:

- b. Up to the Limit of Insurance shown on the General Liability Enhancement Endorsement For Municipal Risks With Emergency Operations Supplemental Schedule for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to the Limit of Insurance shown on the General Liability Enhancement Endorsement For Municipal Risks With Emergency Operations Supplemental Schedule because of time off from work.

## 8. ELECTED OR APPOINTED OFFICIALS AS INSUREDS

The following is added to **Section II – Who Is An Insured, Paragraph 1.:**

- f. Your elected or appointed officials, your commissions, authorities, boards or agencies, their commissioners, officers, or members are insureds but only while acting within the scope of their duties as such.

## 9. EMPLOYEES AND VOLUNTEER WORKERS, AND LESSORS OF EQUIPMENT AS INSUREDS

**Section II – Who is an Insured, Paragraph 2.** is replaced by the following:

2. Each of the following is also an insured:

- a. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for:

(1) “Bodily injury” or “personal and advertising injury”:

- (a) to you, while the “employees” or “volunteer workers” are performing duties related to the conduct of your business or the “employees” are performing acts within the scope of their employment by you;
- (b) to your spouse, child, parent, brother or sister as a consequence of paragraph (1) (a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above;
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) “Property damage” to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your “employee” or “volunteer worker”), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization from whom you lease equipment is an additional insured when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

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

- f. The owner of commandeered "mobile equipment" is an insured while the equipment is in your temporary care, custody or control and is being used as part of an "emergency operation", but only with respect to their liability arising out of your use of the commandeered "mobile equipment".

A person's or organization's status as an additional insured under this provision ends when the commandeered "mobile equipment" has been returned to the owner.

## 10. NOTICE OF ERROR IN CLAIM REPORTING

The following is added to **Section IV – Commercial General Liability Conditions**, Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- e. In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim covered by this policy, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed in violation of this condition. You must give us notice as soon as practicable after being made aware that the particular claim is a General Liability claim.

## 11. REPRESENTATIONS CONDITION

**Section IV – Commercial General Liability Conditions**, Paragraph 6. **Representations** is replaced by the following:

### Representations

- a. By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based on representations you made to us; and
- (3) We have issued this policy in reliance upon your representations.

- b. Coverage will continue to apply if you:

- (1) Unintentionally fail to disclose all hazards existing at the inception of this policy; or
- (2) Unintentionally make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after discovery of any hazard or any other information that was not provided to us prior to the acceptance of this policy.

## 12. MOBILE EQUIPMENT CLARIFICATION

**Section V. Definitions**, Paragraph 12. "Mobile Equipment", subparagraph **b.** is replaced by the following:

- b. Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you.

### 13. EMERGENCY OPERATIONS

The following is added to **Section V. Definitions**:

“Emergency Operations” means actions:

- a. Which are urgent responses for protection of property, human life, health or safety; and
- b. Which result from or arise from the performing or attempting to perform firefighting, rescue, emergency hazardous materials response, emergency medical services, and/or the stabilizing or securing of an emergency scene, including run off from the cleaning of equipment as a result of such operations; and
- c. Which are sanctioned by the fire department, first-aid or rescue squad insured under this policy, or by the officers of such organizations.

For the purpose of this definition, “property damage” arising out of “emergency operations” includes clean up of a pollutant.

### 14. TRAINING OPERATIONS

The following is added to **Section V. Definitions**:

“Training Operations” means activities used to prepare, train or instruct fire department, first aid squad or rescue squad members to respond to “emergency operations” according to accepted and recognized emergency procedures, including applicable municipal, state and federal standards.

### 15. AMENDMENT OF COVERAGE FOR PROPERTY RENTED TO YOU

- a. The word Fire is changed to “specific perils” where it appears in:

(1) **Section III –Limits Of Insurance**, Paragraph 6.

(2) **Section IV – Commercial General Liability Conditions**, Paragraph 4.b. **Excess Insurance**.

(3) **Section V – Definitions**, Paragraph 9.a.

- b. The last paragraph of **Section I – Coverages, Coverage A. Bodily Injury And Property Damage Liability**, Paragraph 2. **Exclusions**, is replaced by the following:

Exclusions c. through n. do not apply to damage by “specific perils” to premises 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**. This limit will apply to all damages proximately caused by the same event, whether such damage results from one or more of these perils.

- c. The following is added to **Section V – Definitions**:

“Specific perils” means fire, explosion, smoke or riot or civil commotion.

Paragraphs 15.a., 15.b. and 15.c. of this endorsement do not apply if no limit is shown for Damage To Premises Rented To You on the General Liability Declarations page of the policy.

# General Liability Enhancement Endorsement For Municipal Risks With Emergency Operations Supplemental Schedule



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 Schedule is used in conjunction with the General Liability Declarations when the Commercial General Liability Coverage Part includes the General Liability Enhancement Endorsement For Municipal Risks With Emergency Operations. This Schedule supplements the General Liability Declarations.

**SCHEDULE**

**ADDITIONAL COVERAGES AND COVERAGE ENHANCEMENTS**

Expected Or Intended Injury – Emergency Services	Extension of Coverage
Water Treatment And Sewer Backup Extension	Extension of Coverage
Pesticide, Herbicide Or Chlorine Application Coverage	Extension of Coverage
Amendment Of Pollution Exclusion – Emergency And Training Operations	
Non-Owned Watercraft – Less Than 51 Feet In Length	Extension of Coverage
Commandeered Mobile Equipment	Extension of Coverage
Supplementary Payments	
Bail Bonds	\$5,000 Limit of Insurance
Reasonable Expenses Incurred By Insured	\$400 Per Day Limit of Insurance
Elected Or Appointed Officials As Insured	Extension of Coverage
Employees Or Volunteer Workers, And Lessors Of Equipment As Insureds	Extension of Coverage
Notice Of Error In Claim Reporting	Extension of Coverage
Representations Condition	Extension of Coverage
Mobile Equipment Clarification	Clarification of Definition
Emergency Operations	Expanded Definition
Training Operations	Expanded Definition
Amendment Of Coverage For Property Rented To You	Extension of Coverage

# Additional Insured – Employees – Designated Healthcare Professionals



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:

**GENERAL LIABILITY ENHANCEMENT ENDORSEMENT FOR MUNICIPAL RISKS  
GENERAL LIABILITY ENHANCEMENT ENDORSEMENT FOR MUNICIPAL RISKS WITH EMERGENCY  
OPERATIONS  
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### SCHEDULE

Description of Healthcare Professional	Number of Employees
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

#### **A. Changes to General Liability Enhancement Endorsement For Municipal Risks and General Liability Enhancement Endorsement For Municipal Risks With Emergency Operations**

Paragraph **2.a.(1)(d)** in Section **6.** of the **General Liability Enhancement Endorsement For Municipal Risks** and Paragraph **2.a.(1)(d)** in Section **9.** of the **General Liability Enhancement Endorsement For Municipal Risks With Emergency Services** is replaced by the following:

- (1)** "Bodily injury" or "personal and advertising injury":
  - (d)** Arising out of his or her providing or failing to provide professional health care services, except "bodily injury" or "personal and advertising injury" arising out of:
    - (i)** Health care services to any person performed by any healthcare professional listed in the Schedule above employed or engaged by you to provide such services;
    - (ii)** First aid services, including emergency cardio pulmonary resuscitation and automatic external defibrillation, performed by any "employee" or "volunteer worker" of yours; or
    - (iii)** Their acts as good samaritans in response to an accident or public emergency.

**B. Changes to the Commercial General Liability Coverage Part**

With respect to the insurance provided by this endorsement, the **Other Insurance** condition in Section **IV. Commercial General Liability Conditions** is replaced by the following:

**4. Other Insurance**

This insurance is excess over any other valid and collectible insurance.

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

# Municipal Risks Broadcasting And Publication – Personal And Advertising Injury Liability Extension



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:

**GENERAL LIABILITY COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Section I Coverages; Coverage B – Personal And Advertising Injury Liability** is amended as follows:

Subparagraph (1) of the **Insureds In Media And Internet Type Businesses** Exclusion under Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is deleted.

*SERFF Tracking Number:*      *ZURC-125329383*                      *State:*                      *Arkansas*  
*First Filing Company:*      *American Zurich Insurance Company, ...*      *State Tracking Number:*      *AR-PC-07-026486*  
*Company Tracking Number:*      *CW-GL-26632*  
*TOI:*                      *17.2 Other Liability - Occurrence Only*      *Sub-TOI:*                      *17.2001 Commercial General Liability*  
*Product Name:*                      *CW-GL-26632 General Liability Enhancement Endorsement for Schools - Form*  
*Project Name/Number:*              *CW-GL-26632 General Liability Enhancement Endorsement for Schools - Form /CW-GL-26632*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: ZURC-125329383 State: Arkansas  
First Filing Company: American Zurich Insurance Company, ... State Tracking Number: AR-PC-07-026486  
Company Tracking Number: CW-GL-26632  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: CW-GL-26632 General Liability Enhancement Endorsement for Schools - Form  
Project Name/Number: CW-GL-26632 General Liability Enhancement Endorsement for Schools - Form /CW-GL-26632

## Supporting Document Schedules

<b>Bypassed -Name:</b>	Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b> Approved	10/29/2007
<b>Bypass Reason:</b>	NA - This information is embedded in Serff		
<b>Comments:</b>			

<b>Satisfied -Name:</b>	Explanatory Memorandum	<b>Review Status:</b> Approved	10/29/2007
<b>Comments:</b>			
<b>Attachment:</b>			
EXPL MEMO GL.pdf			

EXPLANATORY MEMORANDUM  
GENERAL LIABILITY ENHANCEMENT  
COUNTRYWIDE

The purpose of this filing is to submit new endorsements and rating rules to be offered with our Municipal Risks program.

The following is a brief description of each of the forms enclosed:

**General Liability Enhancement Endorsement For Municipal Risks, form U-GL-1315-A**

This is an optional endorsement to be offered with our Municipal Risks program. This endorsement attaches to the ISO Commercial General Liability coverage form and it offers coverage enhancements that are particular to a Municipal Risks policy.

**General Liability Enhancement Endorsement For Municipal Risks Supplemental Schedule, form U-GL-1316-A**

This is a mandatory form whenever the General Liability Enhancement Endorsement for Municipal Risks endorsement is attached to the policy. It serves as a quick reference to the coverage extension provided by the enhancement endorsement. It also serves to reference the limits that are referenced in the enhancement endorsement. This provides us with the flexibility to offer additional limits without making revisions to the enhancement endorsement.

**General Liability Enhancement Endorsement For Municipal Risks With Emergency Operations, form U-GL-1317-A**

This is an optional endorsement to be offered with our Municipal Risks program. This endorsement attaches to the ISO Commercial General Liability coverage form and it offers coverage enhancements that are particular to a Municipal Risks With Emergency Operations policy.

**General Liability Enhancement Endorsement For Municipal Risks With Emergency Operations Supplemental Schedule, form U-GL-1318-A**

This is a mandatory form whenever the General Liability Enhancement Endorsement for Municipal Risks With Emergency Operations endorsement is attached to the policy. It serves as a quick reference to the coverage extension provided by the enhancement endorsement. It also serves to reference the limits that are referenced in the enhancement endorsement. This provides us with the flexibility to offer additional limits without making revisions to the enhancement endorsement.

**Additional Insured-Employees-Designated Healthcare Professionals, form U-GL-1319-A**

This is an optional endorsement to be used with the General Liability Enhancement Endorsement for Municipal Risks endorsement or the General Liability Enhancement Endorsement For Municipal Risks With Emergency Operations endorsement. The form allows space for the Description of Healthcare Professional. The Who Is an Insured provision is amended to provide coverage to those listed in the schedule for certain Healthcare services that would otherwise not be covered by this policy.

**Municipal Risks Broadcasting And Publication – Personal And Advertising Injury Liability Extension, form U-GL-1320-A**

This is an optional endorsement for use with the General Liability Enhancement Endorsement Municipal Risks endorsement or the General Liability Enhancement Endorsement For Municipal Risks With Emergency Operations endorsement. The endorsement removes subparagraph 1 of the Insureds in Media and Internet Type Business exclusion.

We request an effective date of January 1, 2008 for new and renewal business.