

SERFF Tracking Number: GCCW-125353841 State: Arkansas
Filing Company: Southern Pilot Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 040108 10327K
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: AR BOP forms
Project Name/Number: AK BOP forms/

Filing at a Glance

Company: Southern Pilot Insurance Company
Product Name: AR BOP forms SERFF Tr Num: GCCW-125353841 State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 05.0002 Businessowners Co Tr Num: 040108 10327K State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
Authors: Andrea Burkeland, Katie Fischer, Jennifer Kleeman Disposition Date: 11/28/2007
Date Submitted: 11/27/2007 Disposition Status: Approved
Effective Date Requested (New): 04/01/2008 Effective Date (New): 04/01/2008
Effective Date Requested (Renewal): 04/01/2008 Effective Date (Renewal): 04/01/2008

General Information

Project Name: AK BOP forms Status of Filing in Domicile: Not Filed
Project Number: Domicile Status Comments:
Reference Organization: NA Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/28/2007
State Status Changed: 11/28/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
11/20/2007

Re: Southern Pilot Insurance Company
FEIN# 56-0773056, NAIC# 0796-22861

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Commercial BOP Form filing

Effective: 04/01/2008

Company file number: 040108 10327K

Dear Commissioner:

This filing is to add new forms within our BOP product to adjust coverage offerings. The following are coverages we wish to exclude:

BP 1321 0907 Exclusion – Lead Liability

BP 1350 0907 Fungi or Bacteria Exclusion

BP 1352 0907 Exclusion – Asbestos

BP 1356 0907 Exclusion – Silica or Silica-Related Dust

BP 1357 0907 Exclusion – Violation of Statutes that Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information

BP 8030 0907 Exterior Insulation and Finish System Exclusion

We are also looking to add additional coverage options as follows:

BP 0497 0907 Waiver of Transfer of Rights of Recovery Against Others to Us

BP 1355 0907 Additional Insured Endorsement – Limited Products – Completed Operations Coverage – Scheduled Person or Organization

BP 8102 0907 Contractors Blanket Additional Insured Endorsement

BP 8103 0907 Contractors Additional Insured Endorsement – Scheduled Person or Organization

BP 8045 0907 Amendment of Limits for Moisture Related Damage

Currently we have experienced minimal losses from these coverages so no rate impact will result from the addition of these forms. We will add all the exclusion forms to all policies in an effort to avoid the losses and thus avoid rate impact.

The optional coverages will not carry a rate impact and will be used based on the needs of the insured being underwritten. A policyholder notice will be attached to all renewals, and a direct mailing notice will be sent to all

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insureds 60 days in advance of renewal to announce the policy changes. The policyholder notice is also included with this filing, Und. 1162 (9-07).

Please approve this filing or advise if I may be of assistance to you.

Sincerely,

Jennifer Kleeman
C/L Systems Support Specialist
General Casualty Insurance
One General Drive
Sun Prairie, WI 53596
Phone: 608.825.5870
Fax: 608.825.5100
E-mail: jennifer.kleeman@generalcasualty.com

Company and Contact

Filing Contact Information

Jennifer Kleeman, System Support Specialist jennifer.kleeman@generalcasualty.com
One General Drive (608) 825-5870 [Phone]
Sun Prairie, WI 53596 (608) 825-5100[FAX]

Filing Company Information

Southern Pilot Insurance Company	CoCode: 22861	State of Domicile: Wisconsin
One General Drive	Group Code: 796	Company Type: Property & Casualty
Sun Prairie, WI 53596	Group Name:	State ID Number:
(608) 837-4440 ext. [Phone]	FEIN Number: 56-0773056	

Filing Fees

SERFF Tracking Number: GCCW-125353841 State: Arkansas
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Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: One company forms filing in the amount of \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Southern Pilot Insurance Company	\$50.00	11/27/2007	16820251

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/28/2007	11/28/2007

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Disposition

Disposition Date: 11/28/2007

Effective Date (New): 04/01/2008

Effective Date (Renewal): 04/01/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Exclusion- Lead liability	Approved	Yes
Form	Exclusion- Fungi or bacteria	Approved	Yes
Form	Exclusion- Asbestos	Approved	Yes
Form	Exclusion- Silica or Silica related dust	Approved	Yes
Form	Exclusion- Violation of statutes that govern emails, fax, phone calls or other methods of sending material or information	Approved	Yes
Form	Exclusion- Exterior Insulation and finish system	Approved	Yes
Form	Waiver of transfer of rights of recovery against others to us	Approved	Yes
Form	Additional Insured endorsement- Limited products- completed operations coverage- scheduled person or organization	Approved	Yes
Form	Contractors blanket additional insured endorsement	Approved	Yes
Form	Contractors additional insured endorsement- scheduled person or organization	Approved	Yes
Form	Amendment of limits for moisture related damage	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Exclusion- Lead liability	BP 1321	0907	Endorsement/Amendment/Conditions	New	0.00	BP 1321 0907.pdf
Approved	Exclusion- Fungi or bacteria	BP 1350	0907	Endorsement/Amendment/Conditions	New	0.00	BP 1350 0907.pdf
Approved	Exclusion- Asbestos	BP1352	0907	Endorsement/Amendment/Conditions	New	0.00	BP 1352 0907.pdf
Approved	Exclusion- Silica or Silica related dust	BP 1356	0907	Endorsement/Amendment/Conditions	New	0.00	BP 1356 0907.pdf
Approved	Exclusion- Violation of statutes that govern emails, fax, phone calls or other methods of sending material or information	BP 1357	0907	Endorsement/Amendment/Conditions	New	0.00	BP 1357 0907.pdf
Approved	Exclusion- Exterior Insulation and finish system	BP 8030	0907	Endorsement/Amendment/Conditions	New	0.00	BP 8030 0907.pdf
Approved	Waiver of transfer of rights of recovery against	BP 0497	0907	Endorsement/Amendment/Conditions	New	0.00	BP 0497 0907.pdf

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	others to us			ons		
Approved	Additional Insured endorsement-Limited products-completed operations coverage-scheduled person or organization	BP 1355	0907	Endorsement/Amendment/Conditions	0.00	BP 1355 0907.pdf
Approved	Contractors blanket additional insured endorsement	BP 8102	0907	Endorsement/Amendment/Conditions	0.00	BP 8102 0907.pdf
Approved	Contractors additional insured endorsement-scheduled person or organization	BP 8103	0907	Endorsement/Amendment/Conditions	0.00	BP 8103 0907.pdf
Approved	Amendment of limits for moisture related damage	BP 8045	0907	Endorsement/Amendment/Conditions	0.00	BP 8045 0907.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — LEAD LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

The following is added to the Businessowners Liability Coverage Form, **B.1. EXCLUSIONS:**

This insurance does not apply to “bodily injury”, “property damage”, “personal injury”, or “advertising injury”:

1. For injury or damage arising out of the actual, alleged or threatened ingestion, inhalation or absorption of lead into a person;
2. For damage to, loss of use of, or reduction in the value of a building or any property due to the actual or alleged presence of lead;
3. Arising out of the removal or abatement of lead from any building or from any property;
4. Arising out of the encapsulation or containment of lead within a building;
5. Arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of lead; or
6. Arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleanup, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

- A.** The following exclusion is added to Paragraph **B. 1. (EXCLUSIONS — Applicable to Business Liability Coverage):**

This insurance does not apply to:

FUNGI OR BACTERIA

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

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

- B.** The following exclusions are added to Exclusion **B.1.p. Personal or Advertising Injury:**

FUNGI OR BACTERIA

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

- C.** The following definition is added to Paragraph **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — ASBESTOS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

The following is added to Paragraph **B. Exclusions** in the **Businessowners Liability Coverage Form**:

B. Exclusions

This insurance does not apply to:

Asbestos Liability

a. "Bodily injury", "property damage" or "personal and advertising injury" in any way or to any extent resulting from or arising out of:

- (1)** The inhaling of, ingesting or physical exposure to asbestos, asbestos fibers or goods or products containing asbestos or asbestos fibers;
- (2)** The use of asbestos or asbestos fibers in constructing or manufacturing any good, product, building or structure;
- (3)** The removal or abatement of asbestos or asbestos fibers from any good, product, building or structure;
- (4)** The manufacture, sale, transportation, storage or disposal of asbestos or goods, or products containing asbestos or asbestos fibers;
- (5)** The presence of asbestos or asbestos fibers in any good, product, building or structure;
- (6)** The release of asbestos or asbestos fibers from or at any good, product, building or structure;
- (7)** Damage to, loss of use of, or reduction in the value of a building or any property due to the actual or alleged presence of asbestos or asbestos fibers;

(8) The encapsulation or containment of asbestos or asbestos fibers within a building;

(9) The providing of or failing to provide warnings or instructions concerning asbestos or asbestos fibers;

(10) Warranties or representations made at any time with respect to or concerning asbestos or asbestos fibers.

(11) Any claim or suit by or on behalf of a governmental authority or any other party for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos or asbestos fibers;

b. Any loss, cost or expense arising out of:

(1) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of asbestos or asbestos fibers; or

(2) Any claim or suit by or on behalf of a governmental authority or any other party for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing the effects of asbestos or asbestos fibers.

c. Payment for the investigation or defense of any loss, injury or damage, any cost, fine, penalty or for any expense or claim or suit resulting from, arising out of or related to Paragraphs **a.** and **b.** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — SILICA OR SILICA-RELATED DUST

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

- A.** The following is added to Paragraph **B. EXCLUSIONS:**
This insurance does not apply to:
Silica Or Silica-Related Dust
- a.** "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
 - b.** "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - c.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- B.** The following exclusion is added to Exclusion **B.1.p. Personal and Advertising Injury:**
This insurance does not apply to:
Silica or Silica-Related Dust
- a.** "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C.** The following definition is added to the **LIABILITY AND MEDICAL EXPENSES DEFINITIONS** Section:
- 1.** "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 - 2.** "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph **B. EXCLUSIONS:**

B. EXCLUSIONS

This insurance does not apply to:

Distribution of Material in Violation of Statutes

“Bodily injury”, “property damage” or “personal and advertising injury” arising directly or indirectly out of any action or omission that violates or is alleged to violate:

a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

This insurance does not apply to:

- 1.** "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly, in whole or in part, by the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of an "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
- 2.** Any moisture-related or dry rot-related "property damage" to a house or other building to which an "exterior insulation and finish system" has been applied, if that "property damage" is caused directly or indirectly, in whole or in part, by the "exterior insulation and finish system";

Regardless of any other cause or event that contributed concurrently or in any sequence to that injury or damage.

For the purposes of this endorsement, an "exterior insulation and finish system" means an exterior cladding or finish system applied to a house or other building, and consisting of:

- a.** A rigid or semi-rigid insulation board made of expanded polystyrene or other materials; and
- b.** The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; and
- c.** A reinforcing mesh that is embedded in a base coat applied to the insulation board; and
- d.** A finish coat providing surface texture and color.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT — LIMITED PRODUCTS—COMPLETED OPERATIONS COVERAGE — SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE

Name of Person or Organization

The following is added to Section **C. (WHO IS AN INSURED)**:

- 4. The person or organization named in the Schedule above (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the “bodily injury”, “property damage”, or “personal and advertising injury.”

The following additional provisions apply to the coverage described above:

a. Limitations

The insurance provided to the additional insured is limited as follows:

- (1) That person or organization is an additional insured solely for liability due to your negligence specifically resulting from “your work” for the additional insured which is the subject of the written contract or written agreement. No coverage applies for any liability due to negligence attributable to any person or entity other than the Named Insured.

- (2) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- (3) The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of “insured contract” under the **LIABILITY AND MEDICAL EXPENSES DEFINITIONS (SECTION F)** do not apply to “bodily injury” or “property damage” arising out of the “products-completed operations hazard” unless required by the written contract or written agreement. When coverage does apply to “bodily injury” or “property damage” arising out of the “products-completed operations hazard” such coverage will not apply beyond the lesser of:
 - (a) The period of time required by the written contract or written agreement; or

- (b) Five years from the completion of “your work” on the project which is the subject of the written contract or written agreement.
- (4) The insurance provided to the additional insured does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (5) We have no duty to defend or indemnify an additional insured under this endorsement:
 - (a) For any liability due to negligence attributable to any person or entity other than the Named Insured.
 - (b) For any loss which occurs prior to our named insured commencing operations at the location of the loss.
 - (c) Until we receive written notice of a claim or “suit” from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.

b. Conditions

The **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS (SECTION E)** and the **COMMON POLICY CONDITIONS** are amended as follows:

- (1) The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition** of the **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS (SECTION E)**:

An additional insured under this endorsement will as soon as practicable:

- (a) Give written notice of an occurrence or an offense to us which may result in a claim or “suit” under this insurance;
- (b) Agree to trigger or activate any other insurance which the additional insured has for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance;

- (2) The following is added to the Paragraph **H. (OTHER INSURANCE)** of the **COMMON POLICY CONDITIONS**:

H. OTHER INSURANCE

- 4. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in 4. of Section C. on the Businessowners Liability Coverage Form (added from the Additional Insured Endorsement — Limited Products — Completed Operations Coverage — Scheduled Person or Organization) specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. WHO IS AN INSURED (Section C)** is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.in the performance of your operations for the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION E)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- 4.** The insurance provided to the additional insured does not apply to:
"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
- a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
- 5.** We have no duty to defend or indemnify an additional insured under this endorsement:
- a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
 - b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
 - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.
- C.** As respects the coverage provided under this endorsement, the **LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS (SECTION E)** are amended as follows:
1. The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**:
An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
- (2) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.

D. The following is added to the Businessowners Common Policy Conditions Form — Section H:

H. Other Insurance

4. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **A.** of Section C. on the Businessowners Liability Coverage Form (added from the Contractors Blanket Additional Insured Endorsement) specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED ENDORSEMENT — SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE

Name of Person or Organization

- A. WHO IS AN INSURED (Section C)** is amended to include as an insured the person or organization named in the Schedule above (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.in the performance of your operations for the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION E)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
 4. The insurance provided to the additional insured does not apply to:
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
5. We have no duty to defend or indemnify an additional insured under this endorsement:
- a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
 - b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
 - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.
- C. As respects the coverage provided under this endorsement, the **LIABILITY AND MEDICAL EXPENSE GENERAL CONDITIONS (SECTION E)** are amended as follows:
- 1. The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**:

An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
 - (2) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.
- D. The following is added to the Businessowners Common Policy Conditions Form — Section H:
- H. Other Insurance**
- 4. Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **A.** of Section C. on the Businessowners Liability Coverage Form (added from the Contractors Additional Insured Endorsement — Scheduled Person Or Organization) specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS FOR MOISTURE RELATED DAMAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

MOISTURE RELATED DAMAGE OCCURENCE LIMIT OF INSURANCE: \$100,000

MOISTURE RELATED DAMAGE AGGREGATE LIMIT OF INSURANCE: \$100,000

A. The following is added to **Section III, LIMITS OF INSURANCE:**

5. Subject to **4.a.** above, the Moisture Related Damage Occurrence Limit is the most we will pay under **Coverage A.1.** for damages because of "property damage" that results from or is alleged to consist of, be caused by, arise out of or be aggravated by any single occurrence of "moisture related damage". The Moisture Related Damage Occurrence Limit applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "property damage".
6. Subject to **4.a.** above, the Moisture Related Damage Aggregate Limit is the most we will pay under **Coverage A.1.** for damages because of "property damage" that results from or is alleged to consist of, be caused by, arise out of or be aggravated by "moisture related damage" arising out of one or more occurrences. The Moisture Related Damage Aggregate Limit applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such "property damage".

B. The following definition is added to the **Definitions** Section:

"Moisture related damage" means rot, decay, corrosion, or other gradual deterioration, de-lamination, adhesive or cohesive failure, weakening, or deformation of wood products or other material caused by continuous, prolonged or repeated contact with water or moisture, even if the water or moisture also contains chemical elements other than water.

SERFF Tracking Number: GCCW-125353841 State: Arkansas
Filing Company: Southern Pilot Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 040108 10327K
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: AR BOP forms
Project Name/Number: AK BOP forms/

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GCCW-125353841 State: Arkansas
Filing Company: Southern Pilot Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 040108 10327K
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: AR BOP forms
Project Name/Number: AK BOP forms/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 11/28/2007

Comments:

Attachments:

P & C Transmittal.pdf
form filing schedule.pdf

Property & Casualty Transmittal Document

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

3. Group Name	Group NAIC #
QBE	796

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Southern Pilot Insurance	WI	796-22861	56-0773056	

5. Company Tracking Number	040108 10327K
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jennifer Kleeman One General Drive Sun Prairie WI 53596	System Support Specialist	800-362-5448	608-825-5100	jennifer.kleeman@generalcasualty.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Jennifer Kleeman

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

9. Type of Insurance (TOI)	Business Owners
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Business Owners
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 04/01/2008 Renewal: 04/01/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	

17. Reference Organization # & Title	
18. Company's Date of Filing	11/27/2007
19. Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	040108 10327K
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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This filing is to add new forms within our BOP product to adjust coverage offerings. The following are coverages we wish to exclude:

BP 1321 0907 Exclusion – Lead Liability
 BP 1350 0907 Fungi or Bacteria Exclusion
 BP 1352 0907 Exclusion – Asbestos
 BP 1356 0907 Exclusion – Silica or Silica-Related Dust
 BP 1357 0907 Exclusion – Violation of Statutes that Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information
 BP 8030 0907 Exterior Insulation and Finish System Exclusion

We are also looking to add additional coverage options as follows:

BP 0497 0907 Waiver of Transfer of Rights of Recovery Against Others to Us
 BP 1355 0907 Additional Insured Endorsement – Limited Products – Completed Operations Coverage – Scheduled Person or Organization
 BP 8102 0907 Contractors Blanket Additional Insured Endorsement
 BP 8103 0907 Contractors Additional Insured Endorsement – Scheduled Person or Organization
 BP 8045 0907 Amendment of Limits for Moisture Related Damage

Currently we have experienced minimal losses from these coverages so no rate impact will result from the addition of these forms. We will add all the exclusion forms to all policies in an effort to avoid the losses and thus avoid rate impact. The optional coverages will not carry a rate impact and will be used based on the needs of the insured being underwritten. A policyholder notice will be attached to all renewals, and a direct mailing notice will be sent to all insureds 60 days in advance of renewal to announce the policy changes. The policyholder notice is also included with this filing, Und. 1162 (9-07).

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: NA
Amount: EFT

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

Effective March 1, 2007

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

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		040108 110327K		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Exclusion- Lead Liability	BP 1321 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Fungi or Bacteria exclusion	BP 1350 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Exclusion- Asbestos	BP 1352 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Exclusion- Silica or silica related dust	BP 1356 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Exclusion- Violation of statutes that govern emails, fax, phone calls or other methods of sending material or information	BP 1357 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Exterior insulation and finish system exclusion	BP 8030 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Waiver of transfer of rights of recovery against others to us	BP 0497 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Additional Insured Endorsement- limited products- completed operations coverage- scheduled person or organization	BP 1355 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Contractors blanket additional insured endorsement	BP 8102 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Contractors additional insured endorsement- scheduled person or organization	BP 8103 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Amendment of limits for moisture related damage	BP 8045 0907	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		