

SERFF Tracking Number: ACEH-125381266 State: Arkansas
First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 07-GL-395
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: 07-GL-395
Project Name/Number: ACC Endorsement Filing/07-GL-395

Filing at a Glance

Companies: ACE American Insurance Company, ACE Fire Underwriters Insurance Company
Product Name: 07-GL-395 SERFF Tr Num: ACEH-125381266 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence
Sub-TOI: 17.0000 Other Liability Sub-TOI Co Tr Num: 07-GL-395 State Status: Fees verified and
Combinations received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith
Roberts, Brittany Yielding
Authors: Barb Niles, CPCU, ARP, Disposition Date: 12/10/2007
Renice Cox, Viola McBride
Date Submitted: 12/07/2007 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
State Filing Description:

General Information

Project Name: ACC Endorsement Filing Status of Filing in Domicile: Authorized
Project Number: 07-GL-395 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 12/10/2007
State Status Changed: 12/10/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
The purpose of this filing is to introduce new Independent Forms. These optional endorsements will be attached to the ISO CGL Occurrence Policy form (CG 00 01) or CGL Claims-Made Policy form (CG 00 02).

SERFF Tracking Number: ACEH-125381266 State: Arkansas
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 07-GL-395
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: 07-GL-395
 Project Name/Number: ACC Endorsement Filing/07-GL-395

Company and Contact

Filing Contact Information

Renice Cox, Regulatory Specialist renice.cox@ace-ina.com
 436 Walnut Street, WB04G (215) 640-4876 [Phone]
 Philadelphia, PA 19106 (215) 640-4986[FAX]

Filing Company Information

ACE American Insurance Company	CoCode: 22667	State of Domicile: Pennsylvania
PO Box 1000	Group Code: 626	Company Type:
436 Walnut Street		
Philadelphia, PA 19106	Group Name:	State ID Number:
(215) 640-5123 ext. [Phone]	FEIN Number: 95-2371728	

ACE Fire Underwriters Insurance Company	CoCode: 20702	State of Domicile: Pennsylvania
PO Box 1000	Group Code: 626	Company Type:
436 Walnut Street		
Philadelphia, PA 19106	Group Name:	State ID Number:
(215) 640-5123 ext. [Phone]	FEIN Number: 06-6032187	

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ACE American Insurance Company	\$50.00	12/07/2007	17010461
ACE Fire Underwriters Insurance Company	\$0.00	12/07/2007	

SERFF Tracking Number: ACEH-125381266 State: Arkansas
First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 07-GL-395
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: 07-GL-395
Project Name/Number: ACC Endorsement Filing/07-GL-395

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/10/2007	12/10/2007

SERFF Tracking Number: ACEH-125381266 State: Arkansas
First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 07-GL-395
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: 07-GL-395
Project Name/Number: ACC Endorsement Filing/07-GL-395

Disposition

Disposition Date: 12/10/2007

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

SERFF Tracking Number: ACEH-125381266 State: Arkansas
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 07-GL-395
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: 07-GL-395
 Project Name/Number: ACC Endorsement Filing/07-GL-395

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memo	Approved	Yes
Form	Omnibus Form Named Insured	Approved	Yes
Form	Premium Audit Margin Swing Endorsement	Approved	Yes
Form	Professional Services Liability Exclusion- Exception for Resulting Bodily Injury and Property Damage Endorsement	Approved	Yes
Form	Known Loss Exclusion	Approved	Yes
Form	Influenza Vaccine Exclusion	Approved	Yes
Form	Employee Benefits Liability Coverage with Self Insured Retention	Approved	Yes
Form	Transmissible Spongiform Encephalopathy (TSE) and Bovine Spongiform Encephalopathy (BSE) Exclusion	Approved	Yes

SERFF Tracking Number: ACEH-125381266 State: Arkansas
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 07-GL-395
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: 07-GL-395
 Project Name/Number: ACC Endorsement Filing/07-GL-395

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Omnibus Form Named Insured	LD-23162	(11/07)	Endorsement/Amendment/Conditions	New	0.00	LD-23162_Omnibus Named Insured Endorsement.pdf
Approved	Premium Audit Margin Swing Endorsement	LD-23163	(11/07)	Endorsement/Amendment/Conditions	New	0.00	LD-23163_Premium Audit Margin Swing Endorsement.pdf
Approved	Professional Services Liability Exclusion-Exception for Resulting Bodily Injury and Property Damage Endorsement	LD-23164	(11/07)	Endorsement/Amendment/Conditions	New	0.00	LD-23164_Prof Services Liability Exclusion for Resulting BI and PD.pdf
Approved	Known Loss Exclusion	LD-23165	(11/07)	Endorsement/Amendment/Conditions	New	0.00	LD-23165_Known Loss Exclusion.pdf
Approved	Influenza Vaccine Exclusion	LD-23166	(11/07)	Endorsement/Amendment/Conditions	New	0.00	LD-23166_Influenza Vaccine Exclusion.pdf
Approved	Employee Benefits Liability Coverage with	LD-23167	(11/07)	Endorsement/Amendment/Conditions	New	0.00	LD-23167_Employee

SERFF Tracking Number: ACEH-125381266 State: Arkansas
 First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 07-GL-395
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: 07-GL-395
 Project Name/Number: ACC Endorsement Filing/07-GL-395

	Self Insured		ons		Benefits
	Retention				Liability
					Coverage
					With SIR.pdf
Approved	Transmissible	LD-22655 (11/07)	Endorseme New	0.00	LD-22655_
	Spongiform		nt/Amendm		TSE BSE
	Encephalopathy		ent/Condi		Exclusion.pdf
	(TSE) and Bovine		ons		f
	Spongiform				
	Encephalopathy				
	(BSE) Exclusion				

OMNIBUS FORM NAMED INSURED

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns and was made known to us prior to the inception date of the policy, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or any other basis.

All other terms and conditions remain unchanged.

Authorized Agent

PREMIUM AUDIT MARGIN SWING ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies all insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to Condition 5. **Premium Audit:**

If we determine from the premium audit that there has been an increase ___% (or less) from the estimated exposure against which the policy was rated at inception (buffer percentage), we will waive our right to additional earned premium calculated on premium audit and attributable to such increase. However, any additional earned premium attributable to an increase greater than such buffer percentage will result in additional earned premium due, but only to the extent the exposure is in excess of the buffer percentage.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

**PROFESSIONAL SERVICES LIABILITY EXCLUSION –EXCEPTION FOR RESULTING
BODILY INJURY AND PROPERTY DAMAGE ENDORSEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to liability arising out of professional services performed by the “insured” or any person for whom the “insured” is legally responsible. However, this exclusion does not apply to “bodily injury” or “property damage” arising out of such professional services.

All other terms and conditions of this policy remain unchanged.

Authorized Agent

KNOWN LOSS EXCLUSION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies all insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This policy does not apply to:

1. "Bodily injury" or "property damage of which you had knowledge or notice and which first commenced prior to the effective date of this policy; or
2. "Personal and advertising injury" arising from an offense, of which you had knowledge or notice prior to the effective date of this policy; or
3. Any claim for "bodily injury", "property damage" or "personal and advertising injury" which is first asserted against you prior to the effective date of this Policy.

All other terms, conditions and exclusions of this policy remain unchanged.

Authorized Agent

INFLUENZA VACCINE EXCLUSION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies all insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following exclusion is added to the policy:

This insurance does not apply to any "bodily injury", property damage" or "personal and advertising injury" arising out of the manufacture, handling, distribution, advertising, labeling, sales, prescription, administration, application, ingestion, consumption, exposure to, testing or other use of any vaccine, product or preparation that is used to confer or induce immunity or resistance to and thereby protect against any strain or strains of influenza virus.

All other terms, conditions and exclusions of the policy remain unchanged.

Authorized Agent

EMPLOYEE BENEFITS LIABILITY COVERAGE WITH SELF INSURED RETENTION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance	Self-Insured Retention	Premium
Employee Benefits Programs	\$ each employee	\$	\$
	\$ aggregate		
Retroactive Date:			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. The following is added to Section I – Coverages:

COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Paragraph D. (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 judgments or settlements.

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

b. This insurance applies to damages only if:

(1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

(2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule above nor after the end of the policy period; and

(3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first;
or

(2) When we make settlement in accordance with Paragraph 1.a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, 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. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

(1) Failure of any investment to perform;

(2) Errors in providing information on past performance of investment vehicles; or

(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages A, B and Employee Benefits Liability.
2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of Section II –Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:
 - a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - c. 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 Endorsement.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, Section III – Limits Of Insurance is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) "Claims" made or "suits" brought;
 - (3) Persons or organizations making "claims" or bringing "suits";
 - (4) Acts, errors or omissions; or
 - (5) Benefits included in your "employee benefit program".
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - (1) An act, error or omission; or
 - (2) A series of related acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Self-Insured Retention and Deductible

You are responsible for the payment of the "Self Insured Retention and any deductible applicable to this Coverage. We will pay those sums that the insured becomes legally obligated to pay as damages to which this insurance applies, and which are in excess of the "Self Insured Retention" and deductible stated in the Declarations.

a. Satisfaction of the Self Insured Retention

The "Self Insured Retention" under this policy must be satisfied by actual payment by you. The "Self Insured Retention" shall not be satisfied by payment by the insured of any deductible of any other policy or payments made on behalf of the insured by any other insurer, person or entity. The "Self Insured Retention" under this policy shall not be satisfied by any insurance coverage whatsoever. In the event that "bodily injury", "property damage" and/or "personal and advertising injury" covered by this policy is also covered by any other insurance, even if such other insurance is provided by us, the insured must make actual payment of the "Self Insured Retention" under this policy without regard to whether the insured must pay other "Self Insured Retentions" under any other policy even if such other policy is issued by us and even if the damages claimed are deemed to have been caused by one "occurrence".

B. Satisfaction of Deductible

(1) In addition to the "Self Insured Retention", our obligation to pay damages on behalf of the insured also applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(2) The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(3) The terms of this insurance, including those with respect to:

(a) Our right and duty to defend any "suits" seeking those damages; and

(b) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.

(4) We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount we have paid.

E. For the purposes of the coverage provided by this endorsement, Conditions 2 and 4 of Section IV – Commercial General Liability Conditions are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

- (a) No Retroactive Date is shown in the Schedule of this insurance; or
- (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

(2) 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.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of all insurers.

F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

a. This endorsement is canceled or not renewed; or

b. We renew or replace this endorsement with insurance that:

(1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(2) Does not apply to an act, error or omission on a claims-made basis.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The "employee benefit programs" insured;

b. Previous types and amounts of insurance;

c. Limits of insurance available under this endorsement for future payment of damages; and

d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**

G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Handling records in connection with the "employee benefit program"; or
- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
- e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

H. For the purposes of the coverage provided by this endorsement, Definitions 5 and 18 in the Definitions Section are replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

All other terms and conditions of this Policy remain unchanged.

Authorized Agent

TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY (TSE) and BOVINE SPONGIFORM ENCEPHALOPATHY (BSE) EXCLUSION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY POLICY**

I. This insurance does not apply to:

A. "bodily injury", "property damage" or "personal and advertising injury" arising out of arising out of, resulting from, caused or contributed to by:

1. Transmissible Spongiform Encephalopathy (TSE);
2. Bovine Spongiform Encephalopathy (BSE);
3. Exposure to TSE and or BSE;
4. Exposure to any item that is known or suspected to cause, contribute to or enable TSE and or BSE; or
5. Any human illness, including but not limited to variant Cruetzfeldt-Jakob Disease (CJD), caused by or associated with consumption of BSE or TSE contaminated food products.

B. Any costs or expenses related to or arising from inspections, surveillance, slaughter, cleanup, remediation, containment, abatement, mitigation, removal or disposal of feed, feed additives or animals, or of any premises or equipment handling such items, as a result of any known or suspected connection between such items and TSE and or BSE; or

C. Any costs or expenses related to any abatement, mitigation or removal of, or testing, medical monitoring, medical costs or cure for TSE and or BSE.

II. Furthermore, this insurance does not apply to:

A. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above;

B. Any obligation to share damages with or repay someone else that must pay damages because of such injury or damage.

All other terms, conditions and exclusions of this policy remain unchanged.

Authorized Agent

SERFF Tracking Number: ACEH-125381266 *State:* Arkansas
First Filing Company: ACE American Insurance Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: 07-GL-395
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0000 Other Liability Sub-TOI Combinations
Product Name: 07-GL-395
Project Name/Number: ACC Endorsement Filing/07-GL-395

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125381266 State: Arkansas
First Filing Company: ACE American Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 07-GL-395
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: 07-GL-395
Project Name/Number: ACC Endorsement Filing/07-GL-395

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 12/10/2007

Comments:

Attachments:

NAIC Transmittal -AR.pdf
NAIC Forms Schedule.pdf

Satisfied -Name: Filing Memo **Review Status:** Approved 12/10/2007

Comments:

Attachment:

Filing Memo.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: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
ACE USA	626

4. Company Name(s)	Domicile	NAIC #	FEIN #
ACE American Insurance Company	PA	22667	95-2371728
ACE Fire Underwriters Insurance Company	PA	20702	06-6032187

5. Company Tracking Number	07-GL-395
-----------------------------------	------------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Renice Cox	Regulatory Specialist	(215) 640-4876	(215) 640-4986	Renice.Cox@ace-ina.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Renice Cox

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

9. Type of Insurance (TOI)	Other Liability
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)	Independent ACC Endorsements Filing
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: Upon Approval Renewal: Upon Approval

Property & Casualty Transmittal Document---

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	12/07/2007
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	07-GL-395
------------	--------------------------------------------------------------	-----------

21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
------------	------------------------------------------------------------------------------------------------------------------------

The purpose of this filing is to introduce new Independent Forms. These optional endorsements will be attached to the ISO CGL Occurrence Policy form (CG 00 01) or CGL Claims-Made Policy form (CG 00 02).

22.	<p>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]</p> <p>Check #: EFT Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>
------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

21. Filing Description: This area can be used in lieu of a cover letter or filing memorandum and is free-form text.

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

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 #	07-GL-395			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	NA			
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	Omnibus Form Named Insured	LD-23162 (11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Premium Audit Margin Swing Endorsement	LD-23163 (11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Professional Services Liability Exclusion - Exception For Resulting Bodily Injury And Property Damage Endorsement	LD-23164 (11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Transmissible Spongiform Encephalopathy (TSE) And Bovine Spongiform Encephalopathy (BSE) Exclusion	LD-22655 (11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Known Loss Exclusion	LD-23165 (11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Influenza Vaccine Exclusion	LD-23166 (11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Employee Benefits Liability Coverage with Self Insured Retention	LD-23167 (11/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

**Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

FILING MEMORANDUM

The purpose of this filing is to introduce the following new Independent Forms.

These optional endorsements will be attached to the ISO CGL Occurrence Policy form (CG 00 01) or CGL Claims-Made Policy form (CG 00 02).

LD-23162 Omnibus Form Named Insured Endorsement (broadens)

Our purpose for filing and utilizing this endorsement is to offer a broader definition of the Named Insured than defined in the CGL policy form. It clarifies that this enhancement to the policy is predicated upon the Insured giving us all the necessary exposure information prior to policy inception. This enhancing feature is to be granted only to large risks as well as to businesses that entail a more complex legal structure than a standard homogeneous U.S. based company.

Criteria for attaching this endorsement are based upon an evaluation of a Scheduled Named Insured adequacy for covering all of the entities to be insured under the first Named Insured. This endorsement does not generate any additional premium and is an optional endorsement.

LD-23163 Premium Audit Margin Swing Endorsement (broadens)

This endorsement is an enhancing feature to the insured's program which allows the insured a specified amount of premium relief generated by exposure audit post policy expiration. It waives up to a specified threshold of additional earned premium for a 12 month policy that was generated by a premium audit for the same policy term and reflects actual exposure beyond the projected amount at policy inception.

The endorsement is optional and addition of this endorsement does not generate any ratable premium.

LD-23164 Professional Services Liability Exclusion – Exception For Resulting Bodily Injury And Property Damage Endorsement (broadens)

This endorsement is an enhancing coverage feature for those risks that affords Professional Services in conjunction with the products they distribute or manufacture. It is less limiting a Professional Liability Exclusion but maintains the CGL coverage trigger of bodily injury and or property damage. There is no additional premium generated for adding this optional endorsement and the decision to attach rests with the underwriter commensurate with the subject risk and operations.

LD-23165 Known Loss Exclusion (restricts)

As a casualty underwriting discipline that specializes in writing the challenging risk we need to better clarify beyond the CGL form wording that our policy will not cover a claim that is known by the insured and not disclosed to us prior to the policy inception. It is not our intention to pay any damages, expenses, defense or other liabilities for a claim that the insured was notified of and not disclosed to us prior to the policy inception date.

This endorsement is non-premium bearing and is endorsed onto new policies as an optional endorsement.

LD-22655 Transmissible Spongiform Encephalopathy (TSE) And Bovine Spongiform Encephalopathy (BSE) Exclusion (restricts)

This exclusion is to be attached for risks that have an exposure for which our CGL product is not intended to cover and unable to adequately price. This exclusion is to be attached to CGL policies for risks that use, process, and come into contact with beef. This endorsement is to be attached as an optional endorsement. There is no ratable feature for adding or deleting this endorsement.

LD-23166 Influenza Vaccine Exclusion (restricts)

This optional Exclusion will be attached to the CGL policies as determined for risks that have this exposure. We feel that this exposure is something that cannot be quantified nor priced for from an underwriting or actuarial perspective.

LD-23167 Employee Benefits Liability Coverage with a Self-Insured Retention (broadens)

This optional endorsement is to be applied to primary GL policies that have Self-Insured Retentions. Currently there is no ISO or filed EBL Endorsement that utilizes an SIR. The rationale for filing this endorsement is to have the option to utilize an SIR in lieu of a deductible. This endorsement will be attached to CGL policies written with an SIR. We are not making a rate filing for this endorsement.