

SERFF Tracking Number: ARKS-125373594 State: Arkansas
First Filing Company: 22136 - GREAT AMERICAN INSURANCE State Tracking Number: #387903 \$50
COMPANY OF NEW YORK, ...
Company Tracking Number: PL-AR-0711-SHPR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Liability
Project Name/Number: /

Filing at a Glance

Companies: 22136 - GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, Great American Insurance Company, Great American Assurance Company, Great American Alliance Ins Co

Product Name: Liability SERFF Tr Num: ARKS-125373594 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: #387903 \$50
Made/Occurrence
Sub-TOI: 17.0000 Other Liability Sub-TOI Co Tr Num: PL-AR-0711-SHPR State Status: Fees verified and received
Combinations
Filing Type: Rate Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Disposition Date: 12/11/2007
Date Submitted: 11/30/2007 Disposition Status: Approved
Effective Date Requested (New): Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 12/11/2007
State Status Changed: 12/11/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

Company and Contact

Filing Contact Information

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NA NA, NA@NA.com
 NA (123) 555-4567 [Phone]
 NA, AR 00000

Filing Company Information

22136 - GREAT AMERICAN INSURANCE CoCode: 22136 State of Domicile: Arkansas
 COMPANY OF NEW YORK

No Address Group Code: Company Type:
 City, AR 99999 Group Name: State ID Number:
 (999) 999-9999 ext. [Phone] FEIN Number: 99-9999999

Great American Insurance Company CoCode: 16691 State of Domicile: Ohio
 49 East 4th Group Code: Company Type:
 Cincinnati, OH 45202 Group Name: State ID Number:
 (513) 333-6958 ext. [Phone] FEIN Number: 31-0501234

Great American Assurance Company CoCode: 26344 State of Domicile: Ohio
 49 East 4th St Group Code: Company Type: p&c
 Cincinnati, OH 45202 Group Name: State ID Number:
 (513) 333-6958 ext. [Phone] FEIN Number: 15-6020948

Great American Alliance Ins Co CoCode: 26832 State of Domicile: Ohio
 49 East 4th St Group Code: Company Type:
 Cincinnati, OH 45202 Group Name: State ID Number:
 (513) 333-6958 ext. [Phone] FEIN Number: 95-1542353

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Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/11/2007	12/11/2007

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Disposition

Disposition Date: 12/11/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	ARKS-125373594		No

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Rate Information

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Supporting Document Schedules

Review Status:

Satisfied -Name: ARKS-125373594

12/12/2007

Comments:

Attachments:

ARKS-125373594 1.pdf

ARKS-125373594 2.pdf

Property & Casualty Transmittal Document

ER

<p>1. Reserved for Insurance Dept. Use Only</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">FILED</p> <p style="text-align: center; font-size: 1.2em;">Nov 30 2007</p> <p style="text-align: center; font-weight: bold;">PROPERTY AND CASUALTY ARKANSAS INSURANCE DEPT.</p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received:</p> <p>b. Analyst: <i>CAH: SP7903</i></p> <p>c. Disposition: <i>\$50</i></p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <p>f. State Filing #: <i>AR05-125373594</i></p> <p>g. SERFF Filing #:</p>
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3. Group Name	Group NAIC #
Great American Insurance Group	084

4. Company Name(s)	Domicile	NAIC #	FEIN #
Great American Insurance Company	OH	16691	31-0501234
Great American Insurance Company of New York	NY	22136	13-5539046
Great American Assurance Company	OH	26344	15-6020948
Great American Alliance Insurance Company	OH	26832	95-1542353

5. Company Tracking Number	PL-AR-0711-SHPR
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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
	Kelli Morress 49 East 4 th Street, DTS 4 Cincinnati, OH 45202	Sr. State Filing Tech	513.333.6958	513.333.6996	kmorress@gaic.com

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NOV 30 2007

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

7. Signature of authorized filer	<i>Kelli Morress</i>
8. Please print name of authorized filer	Kelli Morress

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

9. Type of Insurance (TOI)	17.0000
10. Sub-Type of Insurance (Sub-TOI)	17.0000
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Other Commercial Liability
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input checked="" type="checkbox"/> Rates/Rules <input 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: <i>12/15/07</i> Renewal: <i>12/15/07</i>
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	<i>11/15/07</i>
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # PL-PR-0711-SHPR

21. Filing Description [This area should be similar to the body of a cover letter and is free-form text]

Professional liability filing to be used by our Specialty Human Services business unit.

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 #:
Amount:

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

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

Effective January 1, 2006

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	PL-AR -0711-SHPR
2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	PL-AR -0711-SHPR

Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3. Filing Method (Prior Approval, File & Use, Flex Band, etc.)

4a. Rate Change by Company (As Proposed)						
Company Name	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b. Rate Change by Company (As Accepted) For State Use Only						
Company Name	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

Overall Rate Information (Complete for Multiple Company Filings only)			
		COMPANY USE	STATE USE
5a.	Overall percentage rate impact for this filing		
5b.	Effect of Rate Filing – Written premium change for this program		
5c.	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
7.	Effective Date of last rate revision	
8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	

9.	Rule # or Page # Submitted for Review	Replacement or Withdrawn?	Previous state filing number, if required by state
01	PROFESSIONAL LIABILITY INSURANCE, RATE/RULE MANUAL 3 PAGES	<input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
04		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
05		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

Specialty Operations
49 East Fourth Street
Dixie Terminal South Building
4th Floor
Cincinnati, OH 45202-3803
PO Box 5425
Cincinnati, OH 45201-5425
513.287.8100 ph
513.333.6996 fax



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NOV 28 2007

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

November 15, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

RE:	Great American Insurance Company	#084-16691
	Great American Insurance Company of New York	#084-22136
	Great American Assurance Company	#084-26344
	Great American Alliance Insurance Company	#084-26832
	Professional Liability	
	Rate and Rule Filing	
	Company File No. <u>PL-AR-0711-SHPR</u>	

Dear Commissioner:

Great American Insurance Group, consisting of the aforementioned companies hereby submits for your approval the enclosed rate and rule filing to be used by our Specialty Human Services business unit. You will find the explanatory memorandum and all the necessary components required for this filing. Corresponding forms have been submitted under separate cover.

We propose that this filing be applicable to all policies effective on or after December 15, 2007.

Please return the enclosed duplicate letter to acknowledge approval and confirm your action. A self-addressed, stamped envelope is enclosed for your convenience.

Sincerely,

Kelli Morress
Senior State Filing Technician
Product Development and Compliance
Ph: (513) 333-6958 or kmorress@gaic.com
Fax: (513) 333-6996

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Ph: (513) 333-6958 or kmorress@gaic.com
Fax: (513) 333-6996

Explanatory Memorandum-Professional Form and Rating Changes

We have developed a new Professional Liability coverage for which will be used by our Specialty Human Services business unit. This new form CG 87 10 incorporates professional coverages that were previously written under separate coverage forms. A declarations page has also been developed for use with this coverage part. It is the CG 87 11.

The CG 87 10 will replace the following forms which are being withdrawn as part of this filing:

CG7876 SSA/Educators' Professional Liability Coverage Part Common Coverage
Part Provisions
CG7877 SSA/Educators' Professional Liability Coverage Part Common Coverage
Part Definitions
CG7880 Social Workers' Counselors' Professional Liability Insurance Coverage
A
CG7874 Institutional Professional Liability Insurance Coverage B
CG7875 Health Care Services Insurance Coverage C
CG8289 Educators' Professional Liability Insurance Coverage D
CG8304 Miscellaneous Liability

Adopting this revision will also eliminate the need to use the CG 74 18 Pastoral Professional Liability Insurance Coverage Form. However, since others in Great American use this coverage form as well, this coverage form is not being withdrawn.

We have used the previously mentioned endorsements as a basis to building this new form, with the following changes as shown below.

Insuring Agreement changes

The form refers to Professional Services verses Social Work Activity, Institutional Acts, health care, Educators services.

1. INSURING AGREEMENT

- a. We will pay those sums the Insured becomes legally obligated to pay as "damages" because of any act, error, or omission committed by:
- (1) an Insured in the rendering of or failure to render "Professional Services";
or
 - (2) another person or organization for whom the Named Insured is vicariously liable, in the course of that person's or organization's rendering of or failure to render "Professional Services" for or on behalf of the Named Insured;
- as part of the Named Insured's operations as a social service, human service, religious, educational, or cultural organization.

Professional services are refined in the form as work that is predominantly mental verses physical in nature.

1. a. "Professional Services" includes any service:
 1. that involves specialized education, knowledge, labor, judgment, and skill, and is predominantly mental or intellectual (as opposed to physical or manual) in nature; and
 2. is provided as part of the Named Insured's operations as a social service, human service, religious, educational, or cultural organization, and
 3. is not provided by any one or more of the persons listed in d., below.
- b. "Professional Services" includes the following:
 1. advice, guidance, or assistance;
 2. counseling;
 3. social work;
 4. therapy;
 5. daycare;
 6. nursing or health care;
 7. educational instruction or teaching;
 8. job training, job placement, job referral, and vocational services; and
 9. other services of the kind described in a., above, provided as part of the Named Insured's operations as a social service, human service, religious, educational, or cultural organization.
- c. "Professional Services" includes the furnishing, dispensing, or administration of any prescription or non-prescription drug at the direction of a physician as part of the Named Insured's operation as a social service, human service, religious, educational, or cultural organization.
- d. No service performed by a member of any profession listed in d.1. through d.11., below, constitutes a "Professional Service" within the meaning of this Coverage Part; however, this does not apply to any purely administrative or supervisory service that does not involve or require the skill or learning of such a profession, but is performed by a person who is a member of such a profession:
 1. physician or psychiatrist;
 2. accountant;
 3. lawyer;
 4. architect or engineer;
 5. real estate or investment manager;
 6. dentist or dental hygienist;
 7. acupuncturist;

8. nurse anesthetist, nurse practitioner, or nurse midwife;
9. x-ray therapist or radiologist;
10. podiatrist, chiropractor, or optometrist; or
11. veterinarian.

Exclusions added or changed

Added exclusion for administrative hearings by regulatory agencies to eliminate paying to fees and fines assessed for violations by the Insured for such things as improper documentation to expired food stuff on kitchen shelves.

Added exclusion for liquor.

Added an exclusion for employment related practices.

Exclusion for liability of any Insured to any other Insured has been changed to allow coverage for any injury to a volunteer worker. This coverage will not adversely affect the Insured ability to obtain and retain volunteers. The injury to volunteers will most likely not be professional in nature and will not fall under this form; however we need to cover if it is related to professional services.

Added employee benefit plan exclusion.

Added ERISA exclusion.

Added pollution, lead, asbestos, and mold exclusions.

Added D&O exclusion.

Added a fiduciary exclusion.

Exclusions removed or moved

The exclusion for administering drugs has been incorporated into the definition of Professional Services.

Removed the exclusion for commitment of a person to a psychiatric institution, since; 1. we exclude physicians and only physicians/psychiatrist can commit, and 2. we do get involved in and provide cover for cases currently involving professional employees testifying in such cases the exclusion is not needed.

Who Is An Insured section

This section now tracks closer to the CG0001 without the real estate manager, temporary custody of your property, legal representative, and newly acquired organization parts.

Conditions

An Other Insurance part has been added.

Definitions

Advertising and Personal Injury definitions have been removed as these terms are not used in the form. Advertising Injury is not viewed as a Professional Service covered by this form. Personal Injury to clients is intended to be covered by the form.

Bodily Injury and Property Damage definitions have been removed as these terms have been replaced by the term Damages. Damage is defined below and is broader than BI and PD.

“Damages” means money damages awarded to compensate for harm, except those as to which applicable law prohibits liability insurance. “Damages” does not include the cost of complying with injunctive relief, declaratory relief, or other equitable actions; fines, penalties, punitive damages, exemplary damages, or any multiplied or enhanced damages; fees, deposits, or commissions; charges for goods or services, or the return, disgorgement, or reimbursement of such charges; or awards of attorneys’ fees, attorneys’ expenses, or other costs of making a claim or bringing a “suit.”

Added definitions for Employee, Executive officer, Leased worker, Pollutant, Temporary worker, and Volunteer worker.

Rating

Rating has been simplified for this revised form. The rating has been separated into Mental Health professionals, Referral only or Agencies with no degreed professional (old miscellaneous liability), Medical – Health care professionals, Educators’ and Child Care Providers professionals, and Pastoral professional sections.

All agency rating is based on either total # of employees, # of employees within that profession, or # of students for Educators’.

Only degreed professional are charged for under Mental Health professionals. The full and part time rate is the same under Mental Health and Medical – health care.

Increase Limit Factors are now included in the filing.

PROFESSIONAL LIABILITY INSURANCE

This form provides coverage for acts, errors and omissions as stated in the coverage part CG 87 10. The declarations form used with this coverage is the CG 87 11.

The rating is based on the type of professional coverage insured as shown below. The company has established internal classification numbers to be used for coding.

Mental Health professionals rating **Class Code 88428**

	<u>Base rates</u>
Agency with 0 – 10 employees	\$750 per agency
Agency with 11 or more	\$850 per agency

Plus the following charge for:

Number of Degreed Professional Employees	\$120 per full or part time employee
--	--------------------------------------

Minimum Premiums

Minimum premium for this rating section is \$1,000.

Note: Mental Health professionals include social workers and counselors.

Referral only agencies (agencies with no direct services offered) or Agencies with no degreed professionals rating **Class Code 88429**

	<u>Base rates</u>
Agency with 0 – 10 employees	\$250 per agency
Agency with 11 or more employees	\$300 per agency

Minimum Premiums

Minimum premium for this rating section is \$250.

Great American Assurance Company
Great American Insurance Company
Great American Insurance Company of New York
Great American Alliance Insurance Company

Medical – health care professionals rating

Class Code 88430

	<u>Base rate</u>
Agency with 0 -5 health care professionals	\$250 per agency
Agencies with 6 or more health care professionals	(refer to company)

Plus the following charge for:

Number of Health Care Employees (nurses or therapist)	\$120 per full or part time employee
---	--------------------------------------

Minimum Premiums

Minimum premium for this rating section is \$500.

Educators' and Child Care Providers professional rating Class Code 88431

	<u>Base rates</u>
Entity	\$200 per campus

Plus the following charge for:

Teachers and Day Care Workers	\$ 35 per person
Special Ed. Teachers, Counselors – Guidance, Vocational or Psychological and School Nurses	\$120 per person

Minimum Premiums

Minimum premium for this rating section is \$400.

Pastoral professional rating

Class Code 88432

	<u>Base rate</u>
Clergy	\$35 per person

Minimum Premiums

Minimum premium for this section is \$150.

Great American Assurance Company
Great American Insurance Company
Great American Insurance Company of New York
Great American Alliance Insurance Company

Common Rules

1. Package Modification and SRP

These coverages will be eligible for company filed package mods. and SRP.

2. Minimum Premium – Form maximum minimum premium is the highest section minimum indicated if two or more rating sections or class codes are combined.

3. Increased Limit Factors

Annual basic limits are \$100,000 per claim and \$200,000 aggregate. Increased limits are obtained by using the following increase limits factors.

2007 Professional Liability ILF Exception Page ARKANSAS	
	Each Act, Error, or Omission
	1,000,000
Aggregate	
1,000,000	1.50
2,000,000	1.55
3,000,000	1.60

4. Premium Determination

Premium = Base Rate x ILF x Package Modification x SRP x # of exposures

5. Coding

Use subline 317 and the appropriate class codes as outlined above for the coding of premium and losses under these coverages.

6. Issuance

Attach appropriate state mandatory endorsement and forms.

Great American Assurance Company
Great American Insurance Company
Great American Insurance Company of New York
Great American Alliance Insurance Company

Property & Casualty Transmittal Document

ER

<p>1. Reserved for Insurance Dept. Use Only</p> <p style="text-align: center;">Approved until withdrawn or revoked</p> <p style="text-align: center; font-size: 1.2em;">Nov 30 2007</p> <p style="text-align: center;">Arkansas Insurance Department By: <i>SR</i></p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p>
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Great American Insurance Group	084

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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
	Kelli Morress 49 East 4 th Street, DTS 4 Cincinnati, OH 45202	Sr. State Filing Tech	513.333.6958	513.333.6996	kmorress@gaic.com

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7. Signature of authorized filer	<i>Kelli Morress</i>
8. Please print name of authorized filer	Kelli Morress

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

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

9. Type of Insurance (TOI)	17.0000
10. Sub-Type of Insurance (Sub-TOI)	17.0000
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Other Commercial Liability
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: 12/15/07 Renewal: 12/15/07
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	11/15/07
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

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***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.)

1.	This filing transmittal is part of Company Tracking #	PL-AR -0711-SHPR			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	PL-AR -0711-SHPR			
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	PROFESSIONAL LIABILITY INSURANCE	CG 87 10 (Ed. 09/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS PAGE	CG 87 11 (Ed. 09/07)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	SSA/EDUCATORS' PROFESSIONAL LIABILITY COVERAGE PART COMMON COVERAGE PART DEFINITIONS	CG 78 76 (Ed. 06/99)	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
04	SAA/EDUCATORS' PROFESSIONAL LIABILITY COVERAGE PART COMMON COVERAGE PERT DEFINITIONS	CG 78 77 (Ed. 12/04)	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
05	SOCIAL WORKERS' COUNSELORS' PROFESSIONAL LIABILITY INSURANCE COVERAGE PART A	CG 78 80 (Ed. 12/04)	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
06	INSTITUTIONAL PROFESSIONAL LIABILITY INSURANCE COVERAGE B	CG 78 74 (Ed. 12/04)	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
07	HEALTH CARE SERVICES INSURANCE COVERAGE C	CG 78 75 (Ed. 12/04)	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
08	EDUCATORS' PROFESSIONAL LIABILITY INSURANCE COVERAGE D	CG 82 89 (Ed. 12/04)	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
09	MISCELLANEOUS LIABILITY	CG 83 04 (Ed. 12/04)	<input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		
10			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

To be complete, a form filing must include the following:

1. A completed Form Filing Schedule Document (PC FFS-1) **(Do not refer to the body of the filing for the forms listing.)** and,
2. A completed Property & Casualty Transmittal Document (PC TD-1), and

Specialty Operations
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Cincinnati, OH 45201-5425
513.287.8100 ph
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November 15, 2007

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

NOV 28 2007

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

RE:	Great American Insurance Company	#084-16691
	Great American Insurance Company of New York	#084-22136
	Great American Assurance Company	#084-26344
	Great American Alliance Insurance Company	#084-26832
	Professional Liability	
	Form Filing	
	Company File No. <u>PL-AR-0711-SHPR</u>	

Dear Commissioner:

Great American Insurance Group, consisting of the aforementioned companies hereby submits for your approval the enclosed form filing to be used by our Specialty Human Services business unit. You will find the explanatory memorandum and all the necessary components required for this filing. Corresponding rates and rules have been submitted under separate cover.

We propose that this filing be applicable to all policies effective on or after December 15, 2007.

Please return the enclosed duplicate letter to acknowledge approval and confirm your action. A self-addressed, stamped envelope is enclosed for your convenience.

Sincerely,

Kelli Morress
Senior State Filing Technician
Product Development and Compliance
Ph: (513) 333-6958 or kmorress@gaic.com
Fax: (513) 333-6996

Explanatory Memorandum-Professional Form and Rating Changes

We have developed a new Professional Liability coverage for which will be used by our Specialty Human Services business unit. This new form CG 87 10 incorporates professional coverages that were previously written under separate coverage forms. A declarations page has also been developed for use with this coverage part. It is the CG 87 11.

The CG 87 10 will replace the following forms which are being withdrawn as part of this filing:

CG7876 SSA/Educators' Professional Liability Coverage Part Common Coverage
Part Provisions
CG7877 SSA/Educators' Professional Liability Coverage Part Common Coverage
Part Definitions
CG7880 Social Workers' Counselors' Professional Liability Insurance Coverage
A
CG7874 Institutional Professional Liability Insurance Coverage B
CG7875 Health Care Services Insurance Coverage C
CG8289 Educators' Professional Liability Insurance Coverage D
CG8304 Miscellaneous Liability

Adopting this revision will also eliminate the need to use the CG 74 18 Pastoral Professional Liability Insurance Coverage Form. However, since others in Great American use this coverage form as well, this coverage form is not being withdrawn.

We have used the previously mentioned endorsements as a basis to building this new form, with the following changes as shown below.

Insuring Agreement changes

The form refers to Professional Services verses Social Work Activity, Institutional Acts, health care, Educators services.

1. INSURING AGREEMENT

- a. We will pay those sums the Insured becomes legally obligated to pay as "damages" because of any act, error, or omission committed by:
 - (1) an Insured in the rendering of or failure to render "Professional Services";
or
 - (2) another person or organization for whom the Named Insured is vicariously liable, in the course of that person's or organization's rendering of or failure to render "Professional Services" for or on behalf of the Named Insured;as part of the Named Insured's operations as a social service, human service, religious, educational, or cultural organization.

Professional services are refined in the form as work that is predominantly mental verses physical in nature.

1. a. **“Professional Services”** includes any service:
 1. that involves specialized education, knowledge, labor, judgment, and skill, and is predominantly mental or intellectual (as opposed to physical or manual) in nature; and
 2. is provided as part of the Named Insured’s operations as a social service, human service, religious, educational, or cultural organization, and
 3. is not provided by any one or more of the persons listed in d., below.
- b. **“Professional Services”** includes the following:
 1. advice, guidance, or assistance;
 2. counseling;
 3. social work;
 4. therapy;
 5. daycare;
 6. nursing or health care;
 7. educational instruction or teaching;
 8. job training, job placement, job referral, and vocational services; and
 9. other services of the kind described in a., above, provided as part of the Named Insured’s operations as a social service, human service, religious, educational, or cultural organization.
- c. **“Professional Services”** includes the furnishing, dispensing, or administration of any prescription or non-prescription drug at the direction of a physician as part of the Named Insured’s operation as a social service, human service, religious, educational, or cultural organization.
- d. No service performed by a member of any profession listed in d.1. through d.11., below, constitutes a **“Professional Service”** within the meaning of this Coverage Part; however, this does not apply to any purely administrative or supervisory service that does not involve or require the skill or learning of such a profession, but is performed by a person who is a member of such a profession:
 1. physician or psychiatrist;
 2. accountant;
 3. lawyer;
 4. architect or engineer;
 5. real estate or investment manager;
 6. dentist or dental hygienist;
 7. acupuncturist;

8. nurse anesthetist, nurse practitioner, or nurse midwife;
9. x-ray therapist or radiologist;
10. podiatrist, chiropractor, or optometrist; or
11. veterinarian.

Exclusions added or changed

Added exclusion for administrative hearings by regulatory agencies to eliminate paying to fees and fines assessed for violations by the Insured for such things as improper documentation to expired food stuff on kitchen shelves.

Added exclusion for liquor.

Added an exclusion for employment related practices.

Exclusion for liability of any Insured to any other Insured has been changed to allow coverage for any injury to a volunteer worker. This coverage will not adversely affect the Insured ability to obtain and retain volunteers. The injury to volunteers will most likely not be professional in nature and will not fall under this form; however we need to cover if it is related to professional services.

Added employee benefit plan exclusion.

Added ERISA exclusion.

Added pollution, lead, asbestos, and mold exclusions.

Added D&O exclusion.

Added a fiduciary exclusion.

Exclusions removed or moved

The exclusion for administering drugs has been incorporated into the definition of Professional Services.

Removed the exclusion for commitment of a person to a psychiatric institution, since; 1. we exclude physicians and only physicians/psychiatrist can commit, and 2. we do get involved in and provide cover for cases currently involving professional employees testifying in such cases the exclusion is not needed.

Who Is An Insured section

This section now tracks closer to the CG0001 without the real estate manager, temporary custody of your property, legal representative, and newly acquired organization parts.

Conditions

An Other Insurance part has been added.

Definitions

Advertising and Personal Injury definitions have been removed as these terms are not used in the form. Advertising Injury is not viewed as a Professional Service covered by this form. Personal Injury to clients is intended to be covered by the form.

Bodily Injury and Property Damage definitions have been removed as these terms have been replaced by the term Damages. Damage is defined below and is broader than BI and PD.

"Damages" means money damages awarded to compensate for harm, except those as to which applicable law prohibits liability insurance. "Damages" does not include the cost of complying with injunctive relief, declaratory relief, or other equitable actions; fines, penalties, punitive damages, exemplary damages, or any multiplied or enhanced damages; fees, deposits, or commissions; charges for goods or services, or the return, disgorgement, or reimbursement of such charges; or awards of attorneys' fees, attorneys' expenses, or other costs of making a claim or bringing a "suit."

Added definitions for Employee, Executive officer, Leased worker, Pollutant, Temporary worker, and Volunteer worker.

Rating

Rating has been simplified for this revised form. The rating has been separated into Mental Health professionals, Referral only or Agencies with no degreed professional (old miscellaneous liability), Medical – Health care professionals, Educators' and Child Care Providers professionals, and Pastoral professional sections.

All agency rating is based on either total # of employees, # of employees within that profession, or # of students for Educators'.

Only degreed professional are charged for under Mental Health professionals. The full and part time rate is the same under Mental Health and Medical – health care.

Increase Limit Factors are now included in the filing.



Administrative Offices
580 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

CG 87 10
(Ed. 09 07)

PROFESSIONAL LIABILITY INSURANCE

Various provisions of this Professional Liability Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part, the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a named insured under this Coverage Part. The words "we," "us," and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION III - WHO IS AN INSURED of this Coverage Part.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI - DEFINITIONS of this Coverage Part.

SECTION I - PROFESSIONAL LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums the Insured becomes legally obligated to pay as "damages" because of any act, error, or omission committed by:

- (1) an insured in the rendering of or failure to render "Professional Services"; or
- (2) another person or organization for whom the Named Insured is vicariously liable, in the course of that person's or organization's rendering of or failure to render "Professional Services" for or on behalf of the Named Insured;

as part of the Named Insured's operations as a social service, human service, religious, educational, or cultural organization.

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" for any act, error, or omission to which this insurance does not apply. We may, at our discretion, investigate and settle any claim or "suit" that may result. But

(a) the amount we will pay for "damages" is limited as described in SECTION IV - LIMITS OF INSURANCE of this Coverage Part; and

(b) our right and duty to defend end 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 SECTION II - SUPPLEMENTARY PAYMENTS of this Coverage Part.

b. This insurance applies to the "damages" described in 1.a., above, only if:

(1) the act, error, or omission takes place in the "coverage territory,"

(2) the act, error, or omission takes place during the policy period, and

(3) prior to the policy period, no insured knew that the act, error, or omission had occurred, in whole or in part. If any insured knew, prior to the policy period, that the act, error, or omission had occurred, in whole or in part, then any continuation, change, or resumption of such act, error, or omission

during or after the policy period will be deemed to have been known prior to the policy period.

c. Any act, error, or omission that occurs during the policy period and was not, prior to the policy period, known by any insured to have occurred, includes any continuation, change or resumption of that act, error, or omission after the end of the policy period.

d. Any act, error, or omission will be deemed to have been known to have occurred at the earliest time when any insured:

(1) reports all, or any part, of the act, error, or omission to us or any other insurer;

(2) receives a written or oral demand or claim for "damages" because of the act, error, or omission; or

(3) becomes aware by any other means that the act, error, or omission has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to any:

a. "Damages" because of any liability for any injury, loss, harm, cost, or expense, expected or intended from the standpoint of the Insured.

b. "Damages" because of any liability arising out of any criminal or fraudulent act committed by or at the direction of the Insured.

c. Administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.

d. "Damages" because of any:

(1) liability assumed by any insured under any contract or agreement. This exclusion does not apply to liability that the Insured would have in the absence of the contract or agreement; or

(2) insured's failure to perform or comply with any duty or requirement under a contract, express or implied warranty, or agreement.

e. "Damages" because of any liability by reason of:

(1) causing or contributing to the intoxication of any person;

(2) furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

f. Obligation of any insured under a workers' compensation, disability benefits, or unemployment compensation law, or any similar law.

g. "Damages" because of any liability to:

(1) any person, arising out of any:

(a) refusal to employ that person;

(b) termination of that person's employment; or

(c) employment-related practices, policies, acts, or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or

(2) the spouse, child, parent, brother, or sister of that person as a consequence of any employment-related practice described in (1)(a), (1)(b), or (1)(c).

This exclusion applies:

(i) whether the Insured may be liable as an employer or in any other capacity; and

(ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.

h. "Damages" because of any liability to:

- (1) any "employee" of the insured arising out of and in the course of:
 - (a) employment by the insured; or
 - (b) performing duties related to the conduct of the insured's business; or
- (2) the spouse, child, parent, brother, or sister of that "employee" as a consequence of paragraphs (1)(a) or (1)(b).

This exclusion applies:

- (i) whether the insured may be liable as an employer or in any other capacity; and
 - (ii) to any obligation to share "damages" with or repay someone else who must pay "damages" to the "employee" or to the "employee's" spouse, child, parent, brother, or sister.
- i. "Damages" because of any liability of any insured to any other insured. This exclusion does not apply to "damages" for harm to one of your "volunteer workers."
- j. "Damages" because of any liability arising out of any employee benefit plan or self-insured fund, or for any amount due under any fringe benefit or retirement program.
- k. "Damages" because of any liability under the Employment Retirement Income Security Act of 1974 (as amended) or any similar federal or state law.

l. "Damages" because of any:

- (1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, or presence of, or exposure to, any "pollutant," from any source, at any location, at any time.
- (2) Loss, cost, or expense which would not have occurred in whole or in part but for any:
 - (a) request, demand, or order that any insured or others test for, monitor, clean up, remove, con-

tain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, any "pollutant"; or

- (b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, any "pollutant"

m. "Damages" because of any:

- (1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, lead in any form, from any source, in any location, at any time.
- (2) Loss, cost, or expense which would not have occurred in whole or in part but for any:
 - (a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, lead in any form, from any source, or
 - (b) claim or "suit" by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, lead in any form, from any source.

n. "Damages" because of any:

- (1) Liability arising in whole or in part from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, escape, inhalation, absorption, ingestion, or presence of, or exposure to, asbestos in any form, from any source, in any location, at any time.

(2) Loss, cost, or expense which would not have occurred in whole or in part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, asbestos in any form, from any source; or

(b) claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutralizing, or in any way responding to or assessing the effects of, asbestos in any form, from any source.

o. "Damages" because of any:

(1) liability arising in whole or in part from the actual, alleged, or threatened inhalation of, ingestion 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; or

(2) loss, cost, or expense which would not have occurred in whole or part but for any:

(a) request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, or neutralize, or in any way respond to or assess the effects of, "fungi" or bacteria in any form, from any source; or

(b) claim or suit by or on behalf of any federal, state, or local governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, abating, or neutraliz-

ing, or in any way responding to or assessing the effects of, any "fungi" or bacteria, in any form, from any source.

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

p. "Damages" because of any liability arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured. Use includes operation and loading or unloading.

This exclusion applies even if the claim or "suit" against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that Insured, if the liability arises from the ownership, maintenance, use, or entrustment to others of any aircraft, "auto," or watercraft, whether or not owned or operated by, or rented or loaned to, any insured.

q. "Damages" because of any insured's liability to:

(1) any company, corporation, or other organization, or

(2) any shareholder, owner, or creditor of any company, corporation, or other organization,

of which that Insured is a director or officer, if such liability arises directly or indirectly out of any act, error, or omission by any insured, committed in that Insured's capacity as a director or officer of that company, corporation, or other organization. This exclusion applies regardless of whether or not the act, error, or omission was performed by or on behalf of the Named Insured.

r. "Damages" because of any liability arising directly or indirectly out of:

(1) service by any insured for or as a member of any board or committee of any organization. This includes, but is

not limited to, any board or committee relating to peer review, credentialing, quality assurance, utilization review, professional discipline, risk management, patient or client grievances, staff grievances, or professional education; or

- (2) the activities of any insured as a proprietor, superintendent, officer, director, shareholder, manager, or employee of any organization other than the Named Insured; or
 - (3) any insured's capacity as a fiduciary, trustee, legal representative, guardian, banker, creditor, tax preparer, or lender.
- s. "Damages" because of any liability arising out of:
- (1) any actual, threatened, or alleged sexual behavior, sexual conduct, sexual assault, sexual battery, sexual abuse, sexual molestation, or sexual harassment by anyone of any person, or
 - (2) any actual, threatened, or alleged nonsexual assault, nonsexual battery, nonsexual abuse, or nonsexual harassment by anyone of any person; or
 - (3) any:
 - (i) employment;
 - (ii) investigation;
 - (iii) supervision;
 - (iv) reporting to the proper authorities, or failure to so report; or
 - (v) retention;of any person whose conduct would be excluded by (1) or (2); or
 - (vi) referral of any person to any person whose conduct would be excluded by (1) or (2);

regardless of whether any conduct described in (1) through (3) is or is not characterized as negligent, reckless, knowing, intentional, or otherwise.

t. "Damages" because of any liability arising out of any failure to integrate, segregate, or desegregate:

- (1) student enrollment;
- (2) student participation in educational or extracurricular activities;
- (3) busing or other transportation of students; or
- (4) the provision or receipt of any service, accommodation, or benefit;

on the basis of race, religion, sex, age, ethnic background, national origin, physical or mental disability, sexual orientation, or any other basis prohibited by applicable law.

u. "Damages" because of any liability arising out of any discrimination, or failure to discriminate, on account of race, religion, sex, age, ethnic background, national origin, physical or mental disability, or sexual orientation, or arising out of any actual, threatened, or alleged violation of any local, state, or federal civil rights law, regulation, or ordinance.

SECTION II - SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the Insured in the "suit." However, these payments do not include attorneys' fees or attorneys' expenses taxed against the Insured.
5. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit

of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the applicable Limits of Insurance.

SECTION III - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you are an insured.
 - b. A partnership or joint venture, you are an insured. Your partners or members are also insureds, but only with respect to their duties as your partners or members.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers," members of your board of trustees, and your directors, governors, and stockholders are also insureds, but only with respect to their duties as your "executive officers," members of your board of trustees, and your directors, governors, and stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as your trustees.
2. Each of the following is also an insured:
 - a. Your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only while performing duties as such for the Named Insured.

- b. Your "volunteer workers," but only while performing duties related to the conduct of your business.

However, no "employee" or "volunteer worker" is an insured for any liability:

- (1) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to any of your "employees" while they are in the course of their employment or performing duties relating to the conduct of your business, or to any of your "volunteer workers" while they are performing duties relating to the conduct of your business;
- (2) to the spouse, child, parent, brother, or sister of any "employee" or "volunteer worker" as a consequence of (1), above;
- (3) for which there is any obligation to share damages or repay someone else who must pay damages because of a liability described in (1) or (2), above.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a named insured in the Declarations.

SECTION IV - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. insureds;
 - b. claims made or "suits" brought;
 - c. persons or organizations making claims or bringing "suits"; or
 - d. coverage parts or insuring agreements in this Policy.
2. Subject to subparagraph c. of SECTION V - CONDITIONS, 4. Other Insurance, the Aggregate Limit shown in the Professional Liability Coverage Part Declarations is the most we will pay for the sum of all "damages" under this Professional Liability Coverage Part.

3. Subject to SECTION V - CONDITIONS, 4. Other Insurance, the Each Act, Error, or Omission Limit shown in the Professional Liability Coverage Part Declarations is the most we will pay for the sum of all damages in connection with the same act, error, or omission, or in connection with the same group or series of similar or interrelated acts, errors, or omissions, regardless of the number of insureds, claims, "suits," or claimants.

The limits of this Professional Liability Coverage Part 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, 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.

SECTION V - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of an Act, Error, Omission, Claim or "Suit"

- a. You must see to it that we are notified as soon as practicable of the occurrence of any act, error, or omission which may result in a claim or "suit." To the extent possible, notice should include:
- (1) how, when, and where the act, error, or omission took place;
 - (2) the names and addresses of injured persons and witnesses;
 - (3) the nature and location of any injury or damage.
- 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, settlement, or defense of the claim or "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 injury or damage to which this insurance may also apply.

- d. No insured will, except at their own cost, voluntarily make any payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part

- a. to join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. to sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss we cover under this **Professional Liability Coverage Part**, our obligations are limited as follows:

a. Primary Insurance

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 b., below.

b. 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 Limit of Insurance to the total applicable Limits of Insurance of all insurers.

c. Two or More Coverage Parts, Coverage Forms, or Policies Issued by Us

If this **Professional Liability Coverage Part** and any other coverage form, coverage part, or policy issued by us or by any company affiliated with us both apply, in whole or in part, to the same claim, "suit," loss, act, error, omission, or "damages," then no two or more of their applicable Limits of Insurance may be combined to apply to that claim, "suit," loss, act, error, omission, or those "damages." Instead, the applicable Limit of Insurance of all such coverage parts, coverage forms, or policies, taken together, shall not exceed the highest applicable Limit of Insurance under any one such coverage part, coverage form, or policy. This condition does not apply to any coverage part, coverage form, or policy issued by us or an affiliated company specifically to apply only as excess insurance over this Coverage Part.

5. Representations

By accepting this Policy, you agree:

- a. the statements in the Declarations are correct and complete;
- b. those statements are based upon representations you made to us; and
- c. we have issued this Policy in reliance upon your representations.

6. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this **Professional Liability Coverage Part** to the first Named Insured, this insurance applies:

- a. as if each named insured were the only named insured; and
- b. separately to each insured against whom claim is made or "suit" is brought.

7. Transfer of Rights of Recovery Against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this **Professional Liability Coverage Part**, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

8. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VI - DEFINITIONS

The following terms used in this **Professional Liability Insurance Coverage** have the following meanings.

1. "Auto" means a land motor vehicle, mobile equipment, trailer, or semi trailer, including any attached or towed machinery or equipment.

2. "Coverage territory" means:

a. the United States of America (including its territories and possessions), Puerto Rico, and Canada;

b. all other parts of the world if the "damages" arise out of the activities of a person whose home is in the territory described in a., above, but who is away for a short time on your business;

provided the Insured's responsibility to pay "damages" is determined in a "suit" on the merits in the territory described in a., above, or in a settlement we agree to.

3. "Damages" means money damages awarded to compensate for harm, except those as to which applicable law prohibits liability insurance. "Damages" does not include the cost of complying with injunctive relief, declaratory relief, or other equitable actions; fines, penalties, punitive damages, exemplary damages, or any multiplied or enhanced damages; fees, deposits, or commissions; charges for goods or services, or the return, disgorgement, or reimbursement of such charges; or awards of attorneys' fees, attorneys' expenses, or other costs of making a claim or bringing a "suit."

4. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.

6. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxin, spore, scent, or by-product produced or released by any fungus or by the death or decay of any fungus.

7. "Leased worker" means a person leased to you by a labor leasing firm, under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

8. "Pollutant" means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

9. a. "Professional Services" includes any service:

1. that involves specialized education, knowledge, labor, judgment, and skill, and is predominantly mental or intellectual (as opposed to physical or manual) in nature; and

2. is provided as part of the Named Insured's operations as a social service, human service, religious, educational, or cultural organization, and

3. is not provided by any one or more of the persons listed in d., below.

b. "Professional Services" includes the following:

1. advice, guidance, or assistance;

2. counseling;

3. social work;

4. therapy;

5. daycare;

6. nursing or health care;

7. educational instruction or teaching;

8. job training, job placement, job referral, and vocational services; and

9. other services of the kind described in a., above, provided as part of the Named Insured's operations as a social service, human service, religious, educational, or cultural organization.

c. "Professional Services" includes the furnishing, dispensing, or administration of any prescription or non-prescription drug at the direction of a physician as part of the Named Insured's operation as a social service, human service, religious, educational, or cultural organization.

d. No service performed by a member of any profession listed in d.1. through d.11., below, constitutes a "Professional Service" within the meaning of this Coverage Part; however, this does not apply to any purely administrative or supervisory service that does not involve or require the skill or learning of such a profession, but is performed by a person who is a member of such a profession:

1. physician or psychiatrist;
2. accountant;
3. lawyer;
4. architect or engineer;
5. real estate or investment manager;
6. dentist or dental hygienist;
7. acupuncturist;
8. nurse anesthetist, nurse practitioner, or nurse midwife;
9. x-ray therapist or radiologist;
10. podiatrist, chiropractor, or optometrist; or
11. veterinarian.

10. "Suit" means a civil proceeding in which "damages" 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.

"Suit" does not include any administrative hearing, investigation, licensure proceeding, enforcement proceeding, or any similar proceeding by any federal, state, or local governmental, administrative, or regulatory agency.

11. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

12. "Volunteer worker" means a person who is not your "employee," and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.



Administrative Offices
 580 Walnut Street
 Cincinnati, Ohio 45202
 Tel: 1-513-369-5000

CG 87 11 (Ed. 09 07)

Policy No. _____

**PROFESSIONAL LIABILITY COVERAGE PART
 DECLARATIONS PAGE**

NAMED INSURED:	POLICY PERIOD: to
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LIMITS OF INSURANCE:

Aggregate Limit \$ _____ Each Act, Error or Omission \$ _____

DESCRIPTION OF BUSINESS:

Form of Business () Individual () Joint Venture () Partnership
 () Organization (Other Than Partnership or Joint Venture)

TOTAL ADVANCE PREMIUM \$

Premium shown is payable: \$ _____ at inception;

FORMS AND ENDORSEMENTS Applicable to this Coverage Part and made part of this Policy at time of issue are listed on the attached Forms and Endorsements Schedule CG 88 01 (11/85).