

SERFF Tracking Number: BNCI-125382403 State: Arkansas  
Filing Company: BancInsure, Inc. State Tracking Number: EFT \$50  
Company Tracking Number: GL AR0238601F01  
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package  
Only  
Product Name: Commercial General Liability  
Project Name/Number: 2007 General Liability Forms Revisions/GL AR0238601F01

## Filing at a Glance

Company: BancInsure, Inc.

Product Name: Commercial General Liability

TOI: 05.2 Commercial Multi-Peril - Liability  
Portion Only

Sub-TOI: 05.2003 Commercial Package

Filing Type: Form

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

State Filing Description:

SERFF Tr Num: BNCI-125382403

SERFF Status: Closed

Co Tr Num: GL AR0238601F01

Co Status:

Author: Marlene Patterson

Date Submitted: 12/12/2007

State: Arkansas

State Tr Num: EFT \$50

State Status: Fees verified and  
received

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

Disposition Date: 12/17/2007

Disposition Status: Approved

Effective Date (New):

Effective Date (Renewal):

## General Information

Project Name: 2007 General Liability Forms Revisions

Project Number: GL AR0238601F01

Reference Organization:

Reference Title:

Filing Status Changed: 12/17/2007

State Status Changed: 12/17/2007

Corresponding Filing Tracking Number:

Filing Description:

We wish to submit the following revised independent forms which will enhance BancInsure's Financial Institutions Package Program for Commercial General Liability.

Previously approved form number BI-LIAB 12 04 Revised form number BI-LIAB 12 07

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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We have revised our independent BancSecure Advantage Liability Endorsement form BI-LIAB which provides exceptions to the ISO Commercial Liability Coverage form. Due to the recent implementation (GL-2007-OCTRU) of the ISO Commercial Liability Coverage form (CG 00 01 12 07) effective December 1, 2007, our independent endorsement needs to be amended to accommodate the new edition. Therefore, we have revised the numbering system to coincide with the new ISO edition. The amended form will carry a new edition date of 12 07. No change in coverage has been made to this amended form. This endorsement remains optional with no additional premium. Side-by-side form comparisons are attached.

Previously approved form number BI-EBL-988 Revised form number BI-EBL 12 07

We have revised our independent Employee Benefits Liability Endorsement form BI-EBL-988 which broadens coverage to include certain damages the insured becomes legally obligated to pay because of acts, errors or omissions negligently committed in the administration of an employee benefit program. We are replacing form BI-EBL-088 with a more up-to-date comparable version. The revised endorsement form BI-EBL 12 07 is a modified version of ISO's form CG 04 35 Employee Benefits Liability Coverage Endorsement that has been approved for use under their Commercial General Liability Coverage program. The editorial changes that have been made to this endorsement specify BancInsure will provide ERP coverage automatically for 365 days with no additional extra charge. The ISO form provides for an optional ERP of up to five years for an extra charge. This is an optional and premium bearing endorsement. The rates for this coverage have not changed.

This filing applies to all policies effective upon approval.

## Company and Contact

### Filing Contact Information

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### Filing Company Information

BancInsure, Inc.

CoCode: 18538

State of Domicile: Oklahoma

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P.O. Box 26104 Group Code: Company Type: Property & Casualty  
5005 N. Lincoln Blvd.  
Oklahoma City, OK 73126-0104 Group Name: State ID Number:  
(405) 290-5600 ext. [Phone] FEIN Number: 73-1238130  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$0.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
BancInsure, Inc.	\$50.00	12/12/2007	17073649

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/17/2007	12/17/2007



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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	Side-by-side Comparisons	Approved	Yes
<b>Form</b>	BancSecure Advantage Liability Endorsement	Approved	Yes
<b>Form</b>	Employee Benefits Liability Endorsement	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	BancSecure Advantage Liability Endorsement	BI-LIAB	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BI-LIAB 12 04 Previous Filing #: GL AR0184701F01		BI-LIAB 12 07.pdf
Approved	Employee Benefits Liability Endorsement	BI-EBL	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BI-EBL-988 Previous Filing #: Unknown 05 96		BI EBL 12 07.pdf

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BANCSECURE ADVANTAGE LIABILITY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. Under 2. Exclusions, of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I), f. Pollution (1) the following is added:**

- (f) At or from any premises, site or location you acquire by foreclosure or as mortgagee in possession.
- (g) At or from premises in any trust, guardianship or estate for which you are acting in a fiduciary or representative capacity.

**B. Under 2. Exclusions, of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I), g. Aircraft, Auto Or Watercraft (2) (a) the length of the watercraft is increased from 26 feet to 50 feet.**

**C. Under 2. Exclusions, of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I), j. Damage To Property is deleted and replaced with the following:**

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraph (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**D. Under 2. Exclusions, of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I), the following are added:**

**r. Asbestos Hazard**

"Bodily injury" or "property damage" arising out of the actual, alleged or

threatened "asbestos hazard" of any nature or kind.

**s. Asbestos Hazard - Related**

Any loss, cost or expenses to:

- (1) Investigate, settle or defend any claim or suit against the insured which arises out of or would not have occurred but for the "asbestos hazard"; or
- (2) Pay, contribute to or indemnify another for any damages, judgments, settlements, loss, costs or expenses that may be awarded or incurred by reason of any such claim or suit or any such injury or damage, or in complying with any action authorized by law and relating to such injury or damage.

**t. Failure of Obligation**

"Bodily injury" or "property damage" arising out of any obligation assumed by any insured including the failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise, with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders.

**u. Insolvency Funds**

"Bodily injury" or "property damage" arising out of membership in or contribution to or management of any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary.

**v. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering or failure to render professional services in:

- (1) Advising, inspection, reporting, or making recommendations in the insured's capacity as an insurance company, mortgagee, mortgage

servicing agent, bank or lending institution, financial advisor, consultant, broker, agent or representative;

- (2) Effecting insurance, reinsurance or suretyship coverages;
- (3) Investigating, defending or settling any claim under contract or insurance, self-insurance, reinsurance or suretyship;
- (4) Auditing or maintaining of accounts or records of others;
- (5) Conducting an investment, leasing, loan or real estate department or operations,
- (6) Acting in any capacity as a fiduciary or trustee;
- (7) Performing any claim, investigation, adjustment, engineering, inspection, survey or appraisal service;
- (8) Performing electronic data processing, systems analysis, design, programming or consulting or other similar services.

**w. Safe Deposit Boxes**

"Property damage" to property in customers' safe deposit boxes, or contained in vaults and for which customers have been issued storage receipts.

**x. Stop Payment Order Or Refusal To Pay Check Or Draft**

"Bodily injury" or "property damage" in connection with any notice to stop payment of a check or draft payable by the insured and drawn, made or accept by any depositor of the insured and arising out of:

- (1) Compliance or failure to comply with a notice to stop payment of a check or draft;
- (2) Improper refusal to pay or to certify; or

- (3) Failure to give proper notice of dishonor.

**y. Lead**

"Bodily injury" or "property damage" arising out of, resulting from, caused by, or contributed to, either directly or indirectly, by lead-based products or any exposure or contamination of any person or property to such lead or lead based products. This exclusion includes, but is not limited to, any cost for abatement, mitigation, removal or disposal of paint, plumbing solder, pipes and fixtures, soil, or other items containing lead.

**E. Under 2. Exclusions, of COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (Section I), the following are added:**

**q. Failure of Obligation**

"Personal and advertising injury" arising out of any obligation assumed by any insured including the failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise, with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders.

**r. Insolvency Funds**

"Personal and advertising injury" arising out of membership in or contribution to or management of any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary.

**s. Professional Services**

"Personal and advertising injury" arising out of the rendering or failure to render professional services in:

- (1) Advising, inspection, reporting, or making recommendations in the insured's capacity as an insurance

company, mortgagee, mortgage servicing agent, bank or lending institution, financial advisor, consultant, broker, agent or representative;

- (2) Effecting insurance, reinsurance or suretyship coverages;
- (3) Investigating, defending or settling any claim under any contract of insurance, self-insurance, reinsurance or suretyship;
- (4) Auditing or maintaining of accounts or records of others;
- (5) Conducting an investment, leasing, loan or real estate department of operation,
- (6) Acting in any capacity as a fiduciary or trustee;
- (7) Performing any claim, investigation, adjustment, engineering inspection, survey or appraisal service;
- (8) Performing electronic data processing, systems analysis, design, programming or consulting or other similar services.

**t. Stop Payment Order Or Refusal To Pay Check Or Draft**

"Personal injury" in connection with any notice to stop payment of a check or draft payable by the insured and drawn, made or accepted by any depositor of the insured and arising out of :

- (1) Compliance or failure to comply with a notice to stop payment of a check or draft;
- (2) Improper refusal to pay or to certify; or
- (3) Failure to give proper notice of dishonor.

**F. Under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B the limits are changed as follows:**

1. b. The cost of bail bonds limit is increased from \$250 to \$2,500.

1. d. The loss of earnings limit is increased from \$250 to \$300.

**G. Under SECTION II - WHO IS AN INSURED**

1. d. is deleted and replaced with the following:

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Directors for purposes of this section includes trustees and members of the board which govern the organization. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**H. Under SECTION II - WHO IS AN INSURED**

3. a. the 90th day limit is changed to 180th day.

**I. Under SECTION III - LIMITS OF INSURANCE** paragraph 6. is deleted and replaced with the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

**J. Under SECTION V - DEFINITIONS 3. and**

17. b. are deleted and replaced with the following:

3. "Bodily injury" means bodily injury, sickness, disease, disability or shock, including death resulting from any of these at any time and, if arising out of the foregoing, mental anguish and mental injury, including medical or nursing care and loss of services resulting from any of these at any time.

17. b. Loss of use of tangible property that is not physically injured, but tangible property does not include "money and financial instruments". All such loss of

use shall be deemed to occur at the time of the "occurrence" that caused it.

**K. Under SECTION V - DEFINITIONS** the following is added:

23. "Asbestos hazard" means an actual exposure or threat of exposure to the harmful properties of asbestos, or the presence of asbestos in any place, whether or not within a building or structure.

When the asbestos constitutes or is contained in any product manufactured, sold, handled or distributed by the named insured, or any work performed by or on behalf of the named insured, "asbestos" means the mineral in any form, including but not limited to fibers or dust.

24. "Money and financial instruments" means money, currency, coin, money orders, traveler checks, instruments or contracts that represent money or an interest in property, including but not limited to certificated securities and uncertificated securities, negotiable instruments, certificates of deposits, drafts, checks, acceptances, evidence of debt, security agreements, withdrawal orders, certificates or origin or title, letters of credit, warrants, scrip, contracts, bill of lading, insurance policies, abstracts of title, deeds and mortgages on real estate, revenue and other stamps, tokens unsold lottery tickets, books of account and other records, gems, jewelry, precious metals in bars or ingots and all other property of a similar nature.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## EMPLOYEE BENEFITS LIABILITY COVERAGE

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
<b>Employee Benefits Programs</b>	\$ <b>each employee</b>	\$ <b>1,000</b>	\$
	\$ <b>aggregate</b>		
<b>Retroactive Date:</b>			
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 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 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. Deductible**

- a. Our obligation to pay damages on behalf of the insured 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.
  - b. 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.
  - c. The terms of this insurance, including those with respect to:
    - (1) Our right and duty to defend any "suits" seeking those damages; and
    - (2) 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.
  - d. 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 as 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 Paragraph **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 Paragraph **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 insurance of all insurers.

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added:

**EXTENDED REPORTING PERIOD**

1. Upon termination or expiration, by you or us, of this endorsement for any reason an Extended Reporting Period is automatically provided without an additional premium. The period starts with the end of this endorsement period and lasts for 365 days.
  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.
- 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.



SERFF Tracking Number: BNCI-125382403 State: Arkansas  
Filing Company: BancInsure, Inc. State Tracking Number: EFT \$50  
Company Tracking Number: GLAR0238601F01  
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package  
Only  
Product Name: Commercial General Liability  
Project Name/Number: 2007 General Liability Forms Revisions/GLAR0238601F01

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 12/17/2007

**Comments:**

**Attachments:**

PC TD 1 .pdf  
NAIC FFS.pdf

**Satisfied -Name:** Side-by-side Comparisons **Review Status:** Approved 12/17/2007

**Comments:**

**Attachments:**

Side by Side Comparison BI LIAB 12 07.pdf  
Side by Side Comparison BI EBL 12 07.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
BancInsure, Inc.	0000

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
BancInsure, Inc.	OK	18538	73-1238130	

<b>5. Company Tracking Number</b>	GL AR0238601F01
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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
	Marlene Patterson PO Box 26104	Filings Analyst	800-221-1825 ext. 230	405-290-5703	mpatterson@bancinsure.com
	5005 N. Lincoln Blvd. Oklahoma City, OK 73126				
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Marlene Patterson		

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

<b>9.</b>	<b>Type of Insurance (TOI)</b>	5.2 Commercial Multiple Peril (liability only)
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	5.2000 Commercial Multiple Peril (liability only)
<b>11.</b>	<b>State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12.</b>	<b>Company Program Title (Marketing title)</b>	BancInsure's Financial Package Program for Commercial GL
<b>13.</b>	<b>Filing Type</b>	<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)
<b>14.</b>	<b>Effective Date(s) Requested</b>	New:    Upon approval    Renewal:    Upon approval
<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16.</b>	<b>Reference Organization (if applicable)</b>	N/A
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	N/A
<b>18.</b>	<b>Company's Date of Filing</b>	12/12/2007
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

# Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	GL AR0238601C01
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We wish to submit the following revised independent forms which will enhance BancInsure's Financial Institutions Package Program for Commercial General Liability.

Previously approved form number BI-LIAB 12 04

Revised form number BI-LIAB 12 07

We have revised our independent BancSecure Advantage Liability Endorsement form BI-LIAB which provides exceptions to the ISO Commercial Liability Coverage form. Due to the recent implementation (GL-2007-OCTRU) of the ISO Commercial Liability Coverage form (CG 00 01 12 07) effective December 1, 2007, our independent endorsement needs to be amended to accommodate the new edition. Therefore, we have revised the numbering system to coincide with the new ISO edition. Form BI-LIAB 12 04 had previously been approved on April 30, 2006 under filing number GL AR0184701F01. The amended form will carry a new edition date of 12 07. No change in coverage has been made to this amended form. This endorsement remains optional with no additional premium. Side-by-side form comparisons are attached.

Previously approved form number BI-EBL-988

Revised form number BI-EBL 12 07

We have revised our independent Employee Benefits Liability Endorsement form BI-EBL-988 which broadens coverage to include certain damages the insured becomes legally obligated to pay because of acts, errors or omissions negligently committed in the administration of an employee benefit program. We are replacing form BI-EBL-088 with a more up-to-date comparable version. The revised endorsement form BI-EBL 12 07 is a modified version of ISO's form CG 04 35 Employee Benefits Liability Coverage Endorsement that has been approved for use under their Commercial General Liability Coverage program. The editorial changes that have been made to this endorsement specify BancInsure will provide ERP coverage automatically for 365 days with no additional extra charge. The ISO form provides for an optional ERP of up to five years for an extra charge. We are unable to locate our file for Form BI-ELB-988, but we believe this filing was approved in May, 1996. This is an optional and premium bearing endorsement. The rates for this coverage have not changed.

This filing applies to all policies effective upon approval.

<b>22.</b>	<b>Filing Fees</b> (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]
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**Check #:** EFT  
**Amount:** \$50.00

**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.)**

## 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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	GL AL0238601F01
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	N/A

<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	BancSecure Advantage Liability Endorsement	BI-LIAB 12 07	[ ] New [X] Replacement [ ] Withdrawn	BI-LIAB 12 04	
02	Employee Benefits Liability Endorsement	BI-EBL 12 07	[ ] New [X] Replacement [ ] Withdrawn	BI-EBL-988	
03			[ ] New [ ] Replacement [ ] Withdrawn		
04			[ ] New [ ] Replacement [ ] Withdrawn		
05			[ ] New [ ] Replacement [ ] Withdrawn		
06			[ ] New [ ] Replacement [ ] Withdrawn		
07			[ ] New [ ] Replacement [ ] Withdrawn		
08			[ ] New [ ] Replacement [ ] Withdrawn		
09			[ ] New [ ] Replacement [ ] Withdrawn		
10			[ ] New [ ] Replacement [ ] Withdrawn		

PC FFS-1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BANCSECURE ADVANTAGE LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Under 2. Exclusions, of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I), f. Pollution (1) the following is added:
  - (4) Personal property in the care, custody or control of the insured;
  - (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
  - (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraph (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Under 2. Exclusions, of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I), the following are added:

- 4r. Asbestos Hazard
- "Bodily injury" or "property damage" arising out of the actual, alleged or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BANCSECURE ADVANTAGE LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Under 2. Exclusions, of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I), f. Pollution (1) the following is added:
  - (f) At or from any premises, site or location you acquire by foreclosure or as mortgagee in possession.
  - (g) At or from premises in any trust, guardianship or estate for which you are acting in a fiduciary or representative capacity.
- B. Under 2. Exclusions, of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I), g. Aircraft, Auto Or Watercraft (2) (a) the length of the watercraft is increased from 26 feet to 50 feet.
- C. Under 2. Exclusions, of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I), j. Damage To Property is deleted and replaced with the following:
  - j. Damage To Property

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraph (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Under 2. Exclusions, of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I), the following are added:

- r. Asbestos Hazard
- "Bodily injury" or "property damage" arising out of the actual, alleged or

threatened "asbestos hazard" of any nature or kind.

**fs. Asbestos Hazard - Related**

Any loss, cost or expenses to:

- (1) Investigate, settle or defend any claim or suit against the insured which arises out of or would not have occurred but for the "asbestos hazard"; or
- (2) Pay, contribute to or indemnify another for any damages, judgments, settlements, loss, costs or expenses that may be awarded or incurred by reason of any such claim or suit or any such injury or damage, or in complying with any action authorized by law and relating to such injury or damage.

**st. Failure of Obligation**

"Bodily injury" or "property damage" arising out of any obligation assumed by any insured including the failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise, with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders.

**tu. Insolvency Funds**

"Bodily injury" or "property damage" arising out of membership in or contribution to or management of any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary.

**uv. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering or failure to render professional services in:

- (1) Advising, inspection, reporting, or making recommendations in the insured's capacity as an insurance company, mortgagee, mortgage

servicing agent, bank or lending institution, financial advisor, consultant, broker, agent or representative;

- (2) Effecting insurance, reinsurance or suretyship coverages;

- (3) Investigating, defending or settling any claim under contract or insurance, self-insurance, reinsurance or suretyship;

- (4) Auditing or maintaining of accounts or records of others;

- (5) Conducting an investment, leasing, loan or real estate department or operations;

- (6) Acting in any capacity as a fiduciary or trustee;

- (7) Performing any claim, investigation, adjustment, engineering, inspection, survey or appraisal service;

- (8) Performing electronic data processing, systems analysis, design, programming or consulting or other similar services.

**ww. Safe Deposit Boxes**

"Property damage" to property in customers' safe deposit boxes, or contained in vaults and for which customers have been issued storage receipts.

**wx. Stop Payment Order Or Refusal To Pay Check Or Draft**

"Bodily injury" or "property damage" in connection with any notice to stop payment of a check or draft payable by the insured and drawn, made or accept by any depositor of the insured and arising out of:

- (1) Compliance or failure to comply with a notice to stop payment of a check or draft;
- (2) Improper refusal to pay or to certify; or

threatened "asbestos hazard" of any nature or kind.

**s. Asbestos Hazard - Related**

Any loss, cost or expenses to:

- (1) Investigate, settle or defend any claim or suit against the insured which arises out of or would not have occurred but for the "asbestos hazard"; or
- (2) Pay, contribute to or indemnify another for any damages, judgments, settlements, loss, costs or expenses that may be awarded or incurred by reason of any such claim or suit or any such injury or damage, or in complying with any action authorized by law and relating to such injury or damage.

**t. Failure of Obligation**

"Bodily injury" or "property damage" arising out of any obligation assumed by any insured including the failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise, with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders.

**u. Insolvency Funds**

"Bodily injury" or "property damage" arising out of membership in or contribution to or management of any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary.

**v. Professional Services**

"Bodily injury" or "property damage" arising out of the rendering or failure to render professional services in:

- (1) Advising, inspection, reporting, or making recommendations in the insured's capacity as an insurance company, mortgagee, mortgage

servicing agent, bank or lending institution, financial advisor, consultant, broker, agent or representative;

- (2) Effecting insurance, reinsurance or suretyship coverages;

- (3) Investigating, defending or settling any claim under contract or insurance, self-insurance, reinsurance or suretyship;

- (4) Auditing or maintaining of accounts or records of others;

- (5) Conducting an investment, leasing, loan or real estate department or operations;

- (6) Acting in any capacity as a fiduciary or trustee;

- (7) Performing any claim, investigation, adjustment, engineering, inspection, survey or appraisal service;

- (8) Performing electronic data processing, systems analysis, design, programming or consulting or other similar services.

**w. Safe Deposit Boxes**

"Property damage" to property in customers' safe deposit boxes, or contained in vaults and for which customers have been issued storage receipts.

**x. Stop Payment Order Or Refusal To Pay Check Or Draft**

"Bodily injury" or "property damage" in connection with any notice to stop payment of a check or draft payable by the insured and drawn, made or accept by any depositor of the insured and arising out of:

- (1) Compliance or failure to comply with a notice to stop payment of a check or draft;
- (2) Improper refusal to pay or to certify; or

(3) Failure to give proper notice of dishonor.

xy. Lead

company, mortgagee, mortgage servicing agent, bank or lending institution, financial advisor, consultant, broker, agent or representative;

- (2) Effecting insurance, reinsurance or suretyship coverages;
- (3) Investigating, defending or settling any claim under any contract of insurance, self-insurance, reinsurance or suretyship;
- (4) Auditing or maintaining of accounts or records of others;
- (5) Conducting an investment, leasing, loan or real estate department of operation;
- (6) Acting in any capacity as a fiduciary or trustee;

"Bodily injury" or "property damage" arising out of, resulting from, caused by, or contributed to, either directly or indirectly, by lead-based products or any exposure or contamination of any person or property to such lead or lead based products. This exclusion includes, but is not limited to, any cost for abatement, mitigation, removal or disposal of paint, plumbing solder, pipes and fixtures, soil, or other items containing lead.

**E. Under 2. Exclusions, of COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (Section I), the following are added:**

- (7) Performing any claim, investigation, adjustment, engineering inspection, survey or appraisal service;
- (8) Performing electronic data processing, systems analysis, design, programming or consulting or other similar services.

yz. Failure of Obligation

"Personal and advertising injury" arising out of any obligation assumed by any insured including the failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise, with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders.

**st. Stop Payment Order Or Refusal To Pay Check Or Draft**

zz. Insolvency Funds

"Personal and advertising injury" arising out of membership in or contribution to or management of any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary.

- (1) Improper refusal to pay or to certify, or
- (2) Failure to give proper notice of dishonor.

aa. Professional Services

"Personal and advertising injury" arising out of the rendering or failure to render professional services in:

F. Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** the limits are changed as follows:

(3) Failure to give proper notice of dishonor.

y. Lead

"Bodily injury" or "property damage" arising out of, resulting from, caused by, or contributed to, either directly or indirectly, by lead-based products or any exposure or contamination of any person or property to such lead or lead based products. This exclusion includes, but is not limited to, any cost for abatement, mitigation, removal or disposal of paint, plumbing solder, pipes and fixtures, soil, or other items containing lead.

**E. Under 2. Exclusions, of COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (Section I), the following are added:**

- (7) Performing any claim, investigation, adjustment, engineering inspection, survey or appraisal service;
- (8) Performing electronic data processing, systems analysis, design, programming or consulting or other similar services.

**t. Stop Payment Order Or Refusal To Pay Check Or Draft**

aa. Insolvency Funds

"Personal and advertising injury" arising out of membership in or contribution to or management of any plan, pool, association, insolvency or guarantee fund or any similar fund, organization or association, whether voluntary or involuntary.

- (1) Improper refusal to pay or to certify, or
- (2) Failure to give proper notice of dishonor.

ab. Professional Services

"Personal and advertising injury" arising out of the rendering or failure to render professional services in:

F. Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** the limits are changed as follows:

1. b. The cost of bail bonds limit is increased from \$250 to \$2,500.
1. d. The loss of earnings limit is increased from \$250 to \$300.

**G. Under SECTION II - WHO IS AN INSURED**

1. d. is deleted and replaced with the following:
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Directors for purposes of this section includes trustees and members of the board which govern the organization. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**H. Under SECTION II - WHO IS AN INSURED**

3. a. the 90th day limit is changed to 180th day.

**I. Under SECTION III - LIMITS OF INSURANCE** paragraph 6. is deleted and replaced with the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

**J. Under SECTION V - DEFINITIONS** 3. and 17. b. are deleted and replaced with the following:

3. "Bodily injury" means bodily injury, sickness, disease, disability or shock, including death resulting from any of these at any time and, if arising out of the foregoing, mental anguish and mental injury, including medical or nursing care and loss of services resulting from any of these at any time.

17. b. Loss of use of tangible property that is not physically injured, but tangible property does not include "money and financial instruments". All such loss of

BI-LJAB 12 04 07

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Page 4 of 4

1. b. The cost of bail bonds limit is increased from \$250 to \$2,500.

1. d. The loss of earnings limit is increased from \$250 to \$300.

**G. Under SECTION II - WHO IS AN INSURED**

1. d. is deleted and replaced with the following:
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Directors for purposes of this section includes trustees and members of the board which govern the organization. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**H. Under SECTION II - WHO IS AN INSURED**

3. a. the 90th day limit is changed to 180th day.

**I. Under SECTION III - LIMITS OF INSURANCE** paragraph 6. is deleted and replaced with the following:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

**J. Under SECTION V - DEFINITIONS** 3. and 17. b. are deleted and replaced with the following:

3. "Bodily injury" means bodily injury, sickness, disease, disability or shock, including death resulting from any of these at any time and, if arising out of the foregoing, mental anguish and mental injury, including medical or nursing care and loss of services resulting from any of these at any time.

17. b. Loss of use of tangible property that is not physically injured, but tangible property does not include "money and financial instruments". All such loss of

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Page 4 of 4

use shall be deemed to occur at the time of the "occurrence" that caused it.

**K. Under SECTION V - DEFINITIONS** the following is added:

23. "Asbestos hazard" means an actual exposure or threat of exposure to the harmful properties of asbestos, or the presence of asbestos in any place, whether or not within a building or structure.

When the asbestos constitutes or is contained in any product manufactured, sold, handled or distributed by the named insured, or any work performed by or on behalf of the named insured, "asbestos" means the mineral in any form, including but not limited to fibers or dust.

24. "Money and financial instruments" means money, currency, coin, money orders, traveler checks, instruments or contracts that represent money or an interest in property, including but not limited to certificated securities and uncertificated securities, negotiable instruments, certificates of deposits, drafts, checks, acceptances, evidence of debt, security agreements, withdrawal orders, certificates or origin or title, letters of credit, warrants, scrip, contracts, bill of lading, insurance policies, abstracts of title, deeds and mortgages on real estate, revenue and other stamps, tokens unsold lottery tickets, books of account and other records, gems, jewelry, precious metals in bars or ingots and all other property of a similar nature.

**SIDE-BY-SIDE COMPARISON EXHIBIT  
FOR  
BI-EBL 12 07**

A side-by-side comparison is not feasible. This form was originally created prior to 1996.

Therefore we are replacing form BI-EBL-088 with a more up-to-date comparable version.

The revised endorsement form BI-EBL 12 07 is a modified version of ISO's form CG 04 35 Employee Benefits Liability Coverage Endorsement that has been approved for use under their Commercial General Liability Coverage program.

The editorial changes that have been made to this endorsement specify BancInsure will provide ERP coverage automatically for 365 days with no additional extra charge. The ISO form provides for an optional ERP of up to five years for an extra charge.