

SERFF Tracking Number: BRT-125369007 State: Arkansas  
Filing Company: Brotherhood Mutual Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: AR L FC 2007 04  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: BGL-235 Correction  
Project Name/Number: BGL-235 Correction/AR L FC 2007 04

## Filing at a Glance

Company: Brotherhood Mutual Insurance Company

Product Name: BGL-235 Correction SERFF Tr Num: BRT-125369007 State: Arkansas  
TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: EFT \$50  
Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: AR L FC 2007 04 State Status: Fees verified and received  
Filing Type: Form Co Status: Submitted Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding  
Authors: Linda Emehiser, Karen Miller Disposition Date: 12/06/2007  
Date Submitted: 12/05/2007 Disposition Status: Approved  
Effective Date Requested (New): 05/01/2008 Effective Date (New):  
Effective Date Requested (Renewal): 05/01/2008 Effective Date (Renewal):  
State Filing Description:

## General Information

Project Name: BGL-235 Correction Status of Filing in Domicile:  
Project Number: AR L FC 2007 04 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 12/06/2007  
State Status Changed: 12/06/2007 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:

In accordance with your filing requirements, Brotherhood Mutual is submitting this filing under the provisions of your prior approval law. The filing will apply to new and renewal policies which have effective dates of May 1, 2008, and after.

We have made minor revisions to form BGL-235- Incidental Medical Liability Coverage – Specified Medical Practitioners.

SERFF Tracking Number: BRTH-125369007 State: Arkansas  
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We have clarified how the coverage provided by the endorsement will be designated on the declarations page. Also, we have increased the limit of additional coverage from \$250,000 to \$300,000. We have not changed the rule or rate for this increase in coverage.

For your convenience, we have included a comparison document showing the changes we made to the forms.

## Company and Contact

### Filing Contact Information

Linda Emenhiser, Sr. Rate & Filing Coordinator lemenhiser@brotherhoodmutual.com  
 P. O. Box 2227 (260) 482-8668 [Phone]  
 Fort Wayne, IN 46801 (260) 483-7525[FAX]

### Filing Company Information

|                                      |                         |                            |
|--------------------------------------|-------------------------|----------------------------|
| Brotherhood Mutual Insurance Company | CoCode: 13528           | State of Domicile: Indiana |
| PO Box 2227                          | Group Code: -99         | Company Type:              |
| 6400 Brotherhood Way                 |                         |                            |
| Fort Wayne, IN 46801-2227            | Group Name:             | State ID Number:           |
| (260) 482-8668 ext. 9972[Phone]      | FEIN Number: 35-0198580 |                            |

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## Filing Fees

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

| COMPANY                              | AMOUNT  | DATE PROCESSED | TRANSACTION # |
|--------------------------------------|---------|----------------|---------------|
| Brotherhood Mutual Insurance Company | \$50.00 | 12/05/2007     | 16959022      |

SERFF Tracking Number: BRTH-125369007 State: Arkansas  
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Product Name: BGL-235 Correction  
Project Name/Number: BGL-235 Correction/AR L FC 2007 04

## Correspondence Summary

### Dispositions

| Status   | Created By    | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Edith Roberts | 12/06/2007 | 12/06/2007     |

*SERFF Tracking Number:*      *BRTH-125369007*                      *State:*                      *Arkansas*  
*Filing Company:*              *Brotherhood Mutual Insurance Company*              *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *AR L FC 2007 04*  
*TOI:*                      *17.2 Other Liability - Occurrence Only*              *Sub-TOI:*                      *17.2001 Commercial General Liability*  
*Product Name:*              *BGL-235 Correction*  
*Project Name/Number:*      *BGL-235 Correction/AR L FC 2007 04*

## **Disposition**

Disposition Date: 12/06/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: BRTH-125369007 State: Arkansas  
 Filing Company: Brotherhood Mutual Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: AR L FC 2007 04  
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
 Product Name: BGL-235 Correction  
 Project Name/Number: BGL-235 Correction/AR L FC 2007 04

| Item Type           | Item Name                                                               | Item Status | Public Access |
|---------------------|-------------------------------------------------------------------------|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty                        | Approved    | Yes           |
| Supporting Document | Comparison Document                                                     | Approved    | Yes           |
| Form                | Incidental Medical Liability Coverage - Specified Medical Practitioners | Approved    | Yes           |

SERFF Tracking Number: BRTH-125369007 State: Arkansas  
 Filing Company: Brotherhood Mutual Insurance Company State Tracking Number: EFT \$50  
 Company Tracking Number: AR L FC 2007 04  
 TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
 Product Name: BGL-235 Correction  
 Project Name/Number: BGL-235 Correction/AR L FC 2007 04

## Form Schedule

| Review Status | Form Name                                                               | Form #  | Edition Date | Form Type Action                 | Action Specific Data                                                  | Readability | Attachment         |
|---------------|-------------------------------------------------------------------------|---------|--------------|----------------------------------|-----------------------------------------------------------------------|-------------|--------------------|
| Approved      | Incidental Medical Liability Coverage - Specified Medical Practitioners | BGL-235 | 1.1          | Endorsement/Amendment/Conditions | Replaced Form #:0.00 BGL-235 (1.0) Previous Filing #: AR-PC-07-024594 |             | BGL-235 AR 1-1.pdf |

This Liability Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one liability coverage (Principal, Supplemental, or Additional) will apply to an **occurrence** and any **related loss**. This form provides incidental coverage only.

- PLEASE READ THIS CAREFULLY -

## INCIDENTAL MEDICAL LIABILITY COVERAGE - SPECIFIED MEDICAL PRACTITIONERS -

### AGREEMENT

We provide the Additional Coverage described in this endorsement, but only if Physician's Incidental Medical coverage is properly designated in the **Declarations** of this policy, and only if **you** are a religious or not-for-profit organization.

### DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following definitions apply only to the Additional Coverage of this endorsement.

1. **Covered person** means a:
  - a. licensed physician;
  - b. licensed medical doctor (MD);
  - c. licensed doctor of osteopathy (DO);
  - d. licensed nurse practitioner; or
  - e. licensed physician assistant;

but only if such person is specifically authorized to act in their professional capacity as **your appointed person** or **your volunteer**, and only while acting in the course and scope of their duties as such. **Covered person** does not include any person who is a psychiatrist or who is otherwise in the business or occupation of providing psychiatric care to others.
2. **Medical occurrence** means any act or omission in the furnishing of medical services by a **covered person**. Any such act or omission, together with all related acts or omissions in the furnishing of such medical services to any one person, shall be considered one **medical occurrence**.

### SUPPLEMENTAL COVERAGE

Provision 2b. of the Incidental Medical Malpractice Injury section of the Commercial Liability Coverage Form (GL-100) is deleted to the extent that coverage is

otherwise provided herein. The Incidental Medical Malpractice Coverage will also continue to provide incidental coverage to **insureds** who are not medical practitioners.

### ADDITIONAL COVERAGE

#### **INCIDENTAL MEDICAL LIABILITY COVERAGE- (\$300,000 COVERAGE LIMIT)**

Subject to all limitations set forth herein, **we** pay all sums that a **covered person** becomes legally obligated to pay as **damages** due to **bodily injury** to which this coverage applies. The **bodily injury** must be caused by a **medical occurrence**, and the event or events causing the **bodily injury**:

- a. must arise out of medical activity undertaken as an incidental part of **your** religious/not-for-profit organizational activities; and
- b. must be an **occurrence** taking place in the **coverage territory** and during the **policy period**.

This Additional Coverage does not apply, however, to any **medical occurrence**;

- a. involving any **sexual act** or **discriminatory act**; or
- b. arising out of any medical, nursing, home care, health care, hospice, or similar medical business, clinic or operation that is owned or operated by **you**.

### EXCLUSIONS

Each of the exclusions set forth in the Exclusions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following exclusions apply to the Additional Coverage of this endorsement.

1. Exclusion 3 of the Exclusions that apply to Bodily

Injury and Property Damage section of the Commercial Liability Coverage Form (GL-100) is modified as follows:

**We** do not pay for any **loss** that arises out of the rendering or failure to render a professional service other than those medical services which are covered in the Incidental Medical Liability Coverage herein, or those which are covered under the incidental medical malpractice coverage.

2. **We** do not pay for damage, injury or **loss** of any kind arising directly or indirectly out of or in connection with any **discriminatory act** of any kind.
3. **We** do not pay for damage, injury or **loss** of any kind arising directly or indirectly out of or in connection with any **sexual act** of any kind.
4. **We** do not pay for damage, injury or **loss** of any kind arising directly or indirectly out of or in connection with the willful violation by a **covered person** of any statute, ordinance, or regulation related to the conduct of the medical profession, including the unauthorized practice of medicine.
5. **We** do not pay for damage, injury or **loss** of any kind arising directly or indirectly out of or in connection with any criminal act, or caused by a person while under the influence of any intoxicant or controlled substance.
6. **We** do not pay for any fines or non-compensatory penalties, or for any **exemplary or punitive damages** of any kind.
7. The Additional Coverage herein does not apply to liability of others assumed by any **covered person** or **insured** under any contract or agreement.
8. **We** do not pay for damage, injury or **loss** of any kind arising directly or indirectly out of or in connection with:
  - a. any medical, nursing, home care, health care, hospice, or similar medical business, clinic or operation that is owned or operated by **you**; or
  - b. any full-time or part time medical operation, nursing operation, medical clinic or similar medical service that is open for operation more than twelve (12) hours per month;

but this exclusion does not apply to a free-of-charge first aid, nursing or medical station that is

staffed as part of any camp or retreat facility that is owned or operated by **you**.

9. **We** do not pay for damage, injury or **loss** of any kind arising directly or indirectly out of or in connection with any medical practitioner who is:
  - a. employed by **you** for the purpose of providing medical diagnosis or treatment of any kind; or
  - b. a psychiatrist or who is otherwise in the business or occupation of providing psychiatric care to others;

but part a. of this exclusion does not apply to a person employed to work at any free-of-charge first aid, nursing or medical station that is staffed as part of any camp or retreat facility that is owned or operated by **you**.

#### HOW MUCH WE PAY

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following provisions also apply to the Additional Coverage of this endorsement.

1. **Limit of Coverage-**

**We** will pay no more than \$300,000 for each **medical occurrence** to which the Additional Coverage of this endorsement applies; and **we** will pay no more than \$300,000 under the Additional Coverage of this endorsement for all **medical occurrences** taking place during the **policy period**.
2. **Other Liability Coverage-**

Any liability coverage provided by this endorsement is excess over: (1) all other medical malpractice insurance; and (2) any other type of insurance or liability coverage plans, even if such insurance or plan:

  - a. is stated to be secondary, excess or contingent; or
  - b. has coverage available, but is not elected to be used.

#### OTHER PROVISIONS

Each of the other provisions of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to the Additional Coverage of this endorsement, unless otherwise modified herein.

*SERFF Tracking Number:*      *BRTH-125369007*                      *State:*                      *Arkansas*  
*Filing Company:*              *Brotherhood Mutual Insurance Company*              *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *AR L FC 2007 04*  
*TOI:*                      *17.2 Other Liability - Occurrence Only*              *Sub-TOI:*                      *17.2001 Commercial General Liability*  
*Product Name:*              *BGL-235 Correction*  
*Project Name/Number:*      *BGL-235 Correction/AR L FC 2007 04*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: BRTH-125369007 State: Arkansas  
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Company Tracking Number: AR L FC 2007 04  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: BGL-235 Correction  
Project Name/Number: BGL-235 Correction/AR L FC 2007 04

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 12/06/2007

**Comments:**

**Attachment:**

AR LIA Forms\_industry\_rates\_PCtransDoc\_intelligent.pdf

**Satisfied -Name:** Comparison Document **Review Status:** Approved 12/06/2007

**Comments:**

**Attachment:**

WSComparison\_BGL-235 AR 1-0-BGL-235 AR 1-1.pdf

## Property & Casualty Transmittal Document

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

|                      |                     |
|----------------------|---------------------|
| <b>3. Group Name</b> | <b>Group NAIC #</b> |
|                      |                     |

| 4. Company Name(s) | Domicile | NAIC # | FEIN # | State # |
|--------------------|----------|--------|--------|---------|
|                    |          |        |        |         |
|                    |          |        |        |         |
|                    |          |        |        |         |
|                    |          |        |        |         |
|                    |          |        |        |         |
|                    |          |        |        |         |

|                                   |  |
|-----------------------------------|--|
| <b>5. Company Tracking Number</b> |  |
|-----------------------------------|--|

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

| 6. | Name and address | Title | Telephone #s | FAX # | e-mail |
|----|------------------|-------|--------------|-------|--------|
|    |                  |       |              |       |        |
|    |                  |       |              |       |        |

|                                          |  |
|------------------------------------------|--|
| 7. Signature of authorized filer         |  |
| 8. Please print name of authorized filer |  |

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

|                                                                                    |                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9. Type of Insurance (TOI)                                                         |                                                                                                                                                                                                                                                                                               |
| 10. Sub-Type of Insurance (Sub-TOI)                                                |                                                                                                                                                                                                                                                                                               |
| 11. State Specific Product code(s)(if applicable)[See State Specific Requirements] |                                                                                                                                                                                                                                                                                               |
| 12. Company Program Title (Marketing title)                                        |                                                                                                                                                                                                                                                                                               |
| 13. Filing Type                                                                    | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules<br><input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms<br><input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| 14. Effective Date(s) Requested                                                    | New: <input type="text"/> Renewal: <input type="text"/>                                                                                                                                                                                                                                       |
| 15. Reference Filing?                                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                      |
| 16. Reference Organization (if applicable)                                         |                                                                                                                                                                                                                                                                                               |
| 17. Reference Organization # & Title                                               |                                                                                                                                                                                                                                                                                               |
| 18. Company's Date of Filing                                                       |                                                                                                                                                                                                                                                                                               |
| 19. Status of filing in domicile                                                   | <input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved                                                                                                                                                  |

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

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

22. Filing Fees (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.)

PC TD-1 pg 2 of 2

## 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> |  |
|-----------|--------------------------------------------------------------|--|

|           |                                                                                                                           |  |
|-----------|---------------------------------------------------------------------------------------------------------------------------|--|
| <b>2.</b> | <b>This filing corresponds to rate/rule filing number</b><br>(Company tracking number of rate/rule filing, if applicable) |  |
|-----------|---------------------------------------------------------------------------------------------------------------------------|--|

| <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        |                                        |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |                                                |                                                           |
| 02        |                                        |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |                                                |                                                           |
| 03        |                                        |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |                                                |                                                           |
| 04        |                                        |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |                                                |                                                           |
| 05        |                                        |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |                                                |                                                           |
| 06        |                                        |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |                                                |                                                           |
| 07        |                                        |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |                                                |                                                           |
| 08        |                                        |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |                                                |                                                           |
| 09        |                                        |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |                                                |                                                           |
| 10        |                                        |                                    | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |                                                |                                                           |

PC FFS-1

This Liability Coverage Endorsement is subject to the **terms** of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11). Only one liability coverage (Principal, Supplemental, or Additional) will apply to an **occurrence** and any **related loss**. This form provides incidental coverage only.

- PLEASE READ THIS CAREFULLY -

## INCIDENTAL MEDICAL LIABILITY COVERAGE - SPECIFIED MEDICAL PRACTITIONERS -

### AGREEMENT

We provide the Additional Coverage described in this endorsement, but only if Physician's Incidental Medical ~~Liability~~ coverage is properly designated in the **Declarations** of this policy, and only if **you** are a religious or not-for-profit organization.

### DEFINITIONS

Each of the words or phrases defined in the Definition section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following definitions apply only to the Additional Coverage of this endorsement.

1. **Covered person** means a:
  - a. licensed physician;
  - b. licensed medical doctor (MD);
  - c. licensed doctor of osteopathy (DO);
  - d. licensed nurse practitioner; or
  - e. licensed physician assistant;

but only if such person is specifically authorized to act in their professional capacity as **your appointed person** or **your volunteer**, and only while acting in the course and scope of their duties as such. **Covered person** does not include any person who is a psychiatrist or who is otherwise in the business or occupation of providing psychiatric care to others.

2. **Medical occurrence** means any act or omission in the furnishing of medical services by a **covered person**. Any such act or omission, together with all related acts or omissions in the furnishing of such medical services to any one person, shall be considered one **medical occurrence**.

### SUPPLEMENTAL COVERAGE

Provision 2b. of the Incidental Medical Malpractice

Injury section of the Commercial Liability Coverage Form (GL-100) is deleted to the extent that coverage is otherwise provided herein. The Incidental Medical Malpractice Coverage will also continue to provide incidental coverage to **insureds** who are not medical practitioners.

### ADDITIONAL COVERAGE

#### **INCIDENTAL MEDICAL LIABILITY COVERAGE- (\$300,000 COVERAGE LIMIT)**

Subject to all limitations set forth herein, **we** pay all sums that a **covered person** becomes legally obligated to pay as **damages** due to **bodily injury** to which this coverage applies. The **bodily injury** must be caused by a **medical occurrence**, and the event or events causing the **bodily injury**:

- a. must arise out of medical activity undertaken as an incidental part of **your** religious/not-for-profit organizational activities; and
- b. must be an **occurrence** taking place in the **coverage territory** and during the **policy period**.

This Additional Coverage does not apply, however, to any **medical occurrence**;

- a. involving any **sexual act** or **discriminatory act**; or
- b. arising out of any medical, nursing, home care, health care, hospice, or similar medical business, clinic or operation that is owned or operated by **you**.

### EXCLUSIONS

Each of the exclusions set forth in the Exclusions section of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following exclusions apply to

the Additional Coverage of this endorsement.

1. Exclusion 3 of the Exclusions that apply to Bodily Injury and Property Damage section of the Commercial Liability Coverage Form (GL-100) is modified as follows:

**We** do not pay for any **loss** that arises out of the rendering or failure to render a professional service other than those medical services which are covered in the Incidental Medical Liability Coverage herein, or those which are covered under the incidental medical malpractice coverage.

2. **We** do not pay for damage, injury or **loss** of any kind arising directly or indirectly out of or in connection with any **discriminatory act** of any kind.
3. **We** do not pay for damage, injury or **loss** of any kind arising directly or indirectly out of or in connection with any **sexual act** of any kind.
4. **We** do not pay for damage, injury or **loss** of any kind arising directly or indirectly out of or in connection with the willful violation by a **covered person** of any statute, ordinance, or regulation related to the conduct of the medical profession, including the unauthorized practice of medicine.
5. **We** do not pay for damage, injury or **loss** of any kind arising directly or indirectly out of or in connection with any criminal act, or caused by a person while under the influence of any intoxicant or controlled substance.
6. **We** do not pay for any fines or non-compensatory penalties, or for any **exemplary or punitive damages** of any kind.
7. The Additional Coverage herein does not apply to liability of others assumed by any **covered person** or **insured** under any contract or agreement.
8. **We** do not pay for damage, injury or **loss** of any kind arising directly or indirectly out of or in connection with:
  - a. any medical, nursing, home care, health care, hospice, or similar medical business, clinic or operation that is owned or operated by **you**; or
  - b. any full-time or part time medical operation, nursing operation, medical clinic or similar medical service that is open for operation more than twelve (12) hours per month;

but this exclusion does not apply to a free-of-charge first aid, nursing or medical station that is staffed as part of any camp or retreat facility that is owned or operated by **you**.

9. **We** do not pay for damage, injury or **loss** of any kind arising directly or indirectly out of or in connection with any medical practitioner who is:
  - a. employed by **you** for the purpose of providing medical diagnosis or treatment of any kind; or
  - b. a psychiatrist or who is otherwise in the business or occupation of providing psychiatric care to others;

but part a. of this exclusion does not apply to a person employed to work at any free-of-charge first aid, nursing or medical station that is staffed as part of any camp or retreat facility that is owned or operated by **you**.

#### HOW MUCH WE PAY

Each of the provisions set forth in the How Much We Pay section of the Liability and Medical Coverage Form (BGL-11) apply to the Additional Coverage provided by this endorsement, unless otherwise modified herein. The following provisions also apply to the Additional Coverage of this endorsement.

1. **Limit of Coverage-**

**We** will pay no more than \$~~25~~300,000 for each **medical occurrence** to which the Additional Coverage of this endorsement applies; and **we** will pay no more than \$~~25~~300,000 under the Additional Coverage of this endorsement for all **medical occurrences** taking place during the **policy period**.
2. **Other Liability Coverage-**

Any liability coverage provided by this endorsement is excess over: (1) all other medical malpractice insurance; and (2) any other type of insurance or liability coverage plans, even if such insurance or plan:

  - a. is stated to be secondary, excess or contingent; or
  - b. has coverage available, but is not elected to be used.

#### OTHER PROVISIONS

Each of the other provisions of the Commercial Liability Coverage Form (GL-100) and the Liability and Medical Coverage Form (BGL-11), apply to the Additional Coverage of this endorsement, unless

otherwise modified herein.

Document comparison done by Workshare DeltaView on Tuesday, November 27, 2007  
12:57:59 PM

| Input:        |                                                    |
|---------------|----------------------------------------------------|
| Document 1    | file://H:\Filings\SmallChurch\BGL-235 AR 1-0.doc   |
| Document 2    | file://H:/1_PDF FILED FORMS/BGL/BGL-235 AR 1-1.doc |
| Rendering set | Standard                                           |

| Legend:                   |  |
|---------------------------|--|
| <u>Insertion</u>          |  |
| <del>Deletion</del>       |  |
| <del>Moved from</del>     |  |
| <u>Moved to</u>           |  |
| Style change              |  |
| Format change             |  |
| <del>Moved deletion</del> |  |
| Inserted cell             |  |
| Deleted cell              |  |
| Moved cell                |  |
| Split/Merged cell         |  |
| Padding cell              |  |

| Statistics:    |       |
|----------------|-------|
|                | Count |
| Insertions     | 7     |
| Deletions      | 6     |
| Moved from     | 0     |
| Moved to       | 0     |
| Style change   | 0     |
| Format changed | 0     |
| Total changes  | 13    |