

SERFF Tracking Number: HRLV-125395486 State: Arkansas
Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: GLSA121407-2
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: GL
Project Name/Number: GL Equipment Dealers Enhancement CG-7282/

Filing at a Glance

Company: Harleysville Mutual Insurance Company

Product Name: GL

SERFF Tr Num: HRLV-125395486 State: Arkansas

TOI: 17.0 Other Liability - Claims
Made/Occurrence

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: GLSA121407-2

State Status: Fees verified and
received

Filing Type: Form

Co Status: Submitted to State

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

Author: Carol Zwoyer

Disposition Date: 12/27/2007

Date Submitted: 12/21/2007

Disposition Status: Approved

Effective Date Requested (New): 03/01/2008

Effective Date (New):

Effective Date Requested (Renewal): 03/01/2008

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: GL Equipment Dealers Enhancement CG-7282

Status of Filing in Domicile:

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 12/27/2007

State Status Changed: 12/27/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

We wish to introduce new nonstandard endorsement CG-7282 (Ed. 3-07) Equipment Dealers General Liability
Enhancements

Company and Contact

Filing Contact Information

SERFF Tracking Number: HRLV-125395486 State: Arkansas
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Carol Zwoyer, Senior State Filing Analyst czwoyer@harleysvillegroup.com
355 Maple Avenue (215) 256-5735 [Phone]
Harleysville, PA 19438-2297 (215) 256-5678[FAX]

Filing Company Information

Harleysville Mutual Insurance Company CoCode: 14168 State of Domicile: Pennsylvania
355 Maple Avenue Group Code: 253 Company Type:
Harleysville, PA 19438 Group Name: State ID Number:
(215) 256-5000 ext. [Phone] FEIN Number: 23-0902325

SERFF Tracking Number: HRLV-125395486 State: Arkansas
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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 #
Harleysville Mutual Insurance Company	\$50.00	12/21/2007	17215759

SERFF Tracking Number: HRLV-125395486 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/27/2007	12/27/2007

SERFF Tracking Number: *HRLV-125395486* *State:* *Arkansas*
Filing Company: *Harleysville Mutual Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *GLSA121407-2*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *GL*
Project Name/Number: *GL Equipment Dealers Enhancement CG-7282/*

Disposition

Disposition Date: 12/27/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HRLV-125395486 State: Arkansas
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 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	COVER LETTER	Approved	Yes
Form	Equipment Dealers General Liability Enhancements	Approved	Yes

SERFF Tracking Number: HRLV-125395486 State: Arkansas
 Filing Company: Harleysville Mutual Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: GLSA121407-2
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: GL
 Project Name/Number: GL Equipment Dealers Enhancement CG-7282/

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Equipment Dealers General Liability Enhancements	CG-7282	3-07	Endorsement/Amendment/Conditions New		0.00	CG-7282_Ed. 3-07_Equip Dealers GL Enhancements.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT DEALERS GENERAL LIABILITY ENHANCEMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

I. The following are added to **SECTION I – COVERAGES:**

A. **COVERAGE D – “CONSUMER COMPLAINT” PROTECTION**

1. **Insuring Agreement**

- a. We will pay on your behalf all sums you incur as defense costs (including court costs) arising from a “consumer complaint”. We shall have the right and duty to defend any “consumer complaint” against you, even if any of the allegations of the “suit” are groundless, false or fraudulent. We may, at our discretion, investigate and settle any “consumer complaint”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.
- b. The amount we will pay is limited as described in paragraph **A.3. Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.
- c. This insurance applies to “consumer complaints” arising out of your business only if the “consumer complaint” is made within the “coverage territory” and during the policy period.

2. **Exclusions**

This insurance does not apply to:

- a. An “occurrence”.
- b. “Bodily injury”, “property damage”, or “personal and advertising injury”.
- c. Dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions. However, this exclusion does not apply to you if such acts, errors or omissions were committed by your “employee” (other than a partner, director, executive officer, or stockholder) without your direction or knowledge.
- d. Any obligation arising from a warranty agreement or a mechanical breakdown agreement provided or sold by you.
- e. “Suits” due to:
 - (1) Recall of “your product” by the manufacturer;
 - (2) Your activities as an insurance agent, insurance broker or insurance solicitor;
 - (3) Your violation of truth in lending or truth in leasing laws; or
 - (4) Errors or omissions in the handling of:
 - (a) Employee Benefits Programs, or
 - (b) Obtaining or transferring a “title”.
- f. Any obligation for which you or any carrier as your insurer may be held liable under any workers compensation or disability benefits law, or under any similar law.
- g. “Suits” covered by other valid and collectible insurance. However, this exclusion does not apply if the other collectible insurance is “Consumer Compliant” Protection, or any similar coverage providing duplicate insurance for the same “suit”. Then we will share in losses on a pro-rata basis with the other primary coverage.
- h. Any “suit” due to the discharge, dispersal, seepage, migration release or escape of “pollutants”.

3. Deductible

We will deduct \$1,000 from any amount payable for any one “suit” under this insurance. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved in each “consumer complaint”; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to affect settlement of any “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount we have paid.

B. COVERAGE E – DEALER INSURANCE AGENTS’ ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay on your behalf and on behalf of any of your “employees”, all sums you or they become legally obligated to pay as damages as a result of any alleged or actual negligent act, error or omission by you or by any of your “employees” in the conduct of your business as an equipment physical damage and disability income and/or credit life insurance agent. We shall have the right and duty to defend any “suit” asking for such damages. We may, at our discretion, investigate and settle any claim or “suit”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.
- b. The amount we will pay is limited as described in paragraph **B.3. Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.
- c. This insurance applies to acts, errors or omissions arising out of your business only if the acts, errors or omissions are made within the “coverage territory” and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, or “personal and advertising injury”.
- b. Any claim resulting from an insured’s willful violation of:
 - (1) an insured’s contract with an insurer; or
 - (2) any law, regulation or directive of a state regulatory authority.
- c. Dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions. However this exclusion does not apply to you if such acts, errors or omissions were committed by your “employee” (other than a partner, director, executive officer or stockholder) without your direction or your knowledge.
- d. Any liability of others assumed by any insured under a contract or agreement.
- e. Civil penalties, fines, assessments, or demands for injunctive or equitable relief.

3. Deductible

We will deduct \$1,000 from any amount payable for any one claim or “suit” under this insurance. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved in each act, error or omission; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

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

C. COVERAGE F – HOUR METER AND PRIOR DAMAGE DISCLOSURE ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay on your behalf all sums you legally must pay as damages because of acts, errors or omissions in failing to comply with any federal, state or local law(s) governing hour meter readings or disclosure of prior damage on equipment you sold. We shall have the right and duty to defend any “suit” asking for such damages. We may, at our discretion, investigate and settle any claim or “suit”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.
- b. The amount we will pay is limited as described in paragraph **C.3. Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.
- c. This insurance applies to acts, errors or omissions arising out of your business only if the act, error or omission is made within the “coverage territory” and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, or “personal and advertising injury”.
- b. Damages arising from failure to comply with federal, state or local statutes covered by this insurance of which you have received notice of a “suit” or claim prior to the effective date of this policy.
- c. Dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions committed by:
 - (1) You;
 - (2) Your partners, officers, “employees” or agents; or
 - (3) Any other party in interest;acting alone or in collusion with others. However this exclusion does not apply to you if such acts, errors or omissions were committed by your “employee” (other than a partner, director, executive officer or stockholder) without your direction or your knowledge.
- d. Civil penalties, fines, assessments, or demands for injunctive or equitable relief.

3. Deductible

We will deduct \$500 from any amount payable for any one claim under this insurance. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved in each act, error or omission; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

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

D. COVERAGE G – “TITLE” ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay on your behalf all sums you must legally pay as damages because of your acts, errors or omissions in the preparation of official “title” papers for registering equipment sold by you, including specifying legal owners and/or leinholders. We shall have the right and duty to defend any “suit” asking for such damages. We may, at our discretion, investigate and settle any claim or “suit”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.
- b. The amount we will pay is limited as described in paragraph **D.3. Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.
- c. This insurance applies to acts, errors or omissions arising out of your business only if the act, error or omission is made within the “coverage territory” and during the policy period.

2. Exclusions

This insurance does not apply:

- a. Unless the purchaser sells or transfers “title” of the equipment you sold.
- b. To “bodily injury”, “property damage”, or “personal and advertising injury”.
- c. To dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions committed by:

- (1) You;
- (2) Your partners, officers, “employees” or agents; or
- (3) Any other party in interest;

acting alone or in collusion with others. However this exclusion does not apply to you if such acts, errors or omissions were committed by your “employee” (other than a partner, director, executive officer or stockholder) without your direction or your knowledge.

- d. To claims arising from acts, errors or omissions in the preparation of official “title” papers where you have received notice of a “suit” or claim prior to the effective date of this policy.
- e. To civil penalties, fines, assessments, or demands for injunctive or equitable relief.

3. Deductible

We will deduct \$1,000 from any amount payable for any one claim under this insurance. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved in each act, error or omission; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

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

E. COVERAGE H – REPAIR COST REIMBURSEMENT

1. Insuring Agreement

- a. Provided that you perform the repairs, we will reimburse you for your reasonable costs and expenses that you incur to repair “your product” or “your work” as the result of “property damage” to “your product” or “your work” if the “property damage” occurs:

- (1) Away from premises you own or rent,
- (2) Within the “coverage territory”, and
- (3) During the policy period; and

arises out of “your product” or “your work” after you have relinquished possession thereof to your customer.

- b. The amount we will pay is limited as described in paragraph E.3. **Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.

2. Exclusions

This insurance does not apply to:

- a. The total loss of equipment, or when there are no parts or materials actually replaced.
- b. Civil penalties, fines, assessments, or demands for injunctive or equitable relief.

3. Deductible

We will deduct \$1,000 from any amount payable as damages because of “property damage” resulting from “your product” or “your work”. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

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

F. COVERAGE I – TRUTH IN LENDING AND TRUTH IN LEASING ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay on your behalf all sums you legally must pay as damages because of acts, errors or omissions in failing to comply with:

(1) Section 130, Civil Liability, of Title 1 (Truth In Lending) of the Consumer Credit Protection Act (Public Law 90-321; 82 Stat. 146 et seq.); or

(2) any similar statute which applies to your civil liability.

We shall have the right and duty to defend any “suit” asking for such damages. We may, at our discretion, investigate and settle any claim or “suit”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.

- b. The amount we will pay is limited as described in **SECTION III – LIMITS OF INSURANCE**.

- c. This insurance applies to acts, errors or omissions arising out of your business only if the act, error or omission is made within the “coverage territory” and during the policy period.

2. Exclusion

This insurance does not apply to dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions. However, this exclusion does not apply to you if such acts, errors or omissions were committed by your “employees” (other than a partner, director, executive officer or stockholder) without your direction or your knowledge.

G. SUPPLEMENTARY PAYMENTS – EQUIPMENT DEALERS

The provisions of **Supplementary Payments – Coverages A and B** of **SECTION I**, also apply to **Coverages E, F, G and I** of this endorsement. Other provisions of **SECTION I** do not apply.

II. WHO IS AN INSURED

The following are added to Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

- d. **Coverages E, F, G and I** do not apply with respect to negligent acts, errors or omissions that occurred before you acquired or formed the organization.
- e. **Coverage D** does not apply to “consumer complaints” that were first made before you acquired or formed the organization.
- f. **Coverage H** does not apply to “property damage” that occurred before you acquired or formed the organization.

III. LIMITS OF INSURANCE

A. SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical Expenses under **Coverage C**;

b. Damages under **Coverage A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;

c. Damages under **Coverage B**;

d. Damages under **Coverage E**;

e. Damages under **Coverage F**;

f. Damages under **Coverage G**; and

g. Damages under **Coverage I**.

2. Paragraph 3. is replaced with the following:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

a. Damages because of “bodily injury” and “property damage” included in the “products-completed operations hazard” under **Coverage A**; and

b. Damages because of “property damage” to “your work” or “your products” under **Coverage H**.

3. Paragraph 5 is replaced with the following:

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage A**, and
 - b. Medical Expenses under **Coverage C**,
because of all “bodily injury” and “property damage” arising out of any one “occurrence”; and:
 - c. Damages under **Coverage E**;
 - d. Damages under **Coverage F**;
 - e. Damages under **Coverage G**;
 - f. Reimbursements under **Coverage H**; and
 - g. Damages under **Coverage I**.
arising out of any one “occurrence”.

B. The following are added to **SECTION III – LIMITS OF INSURANCE**:

8. The most we will pay under **Coverage D – “Consumer Complaint” Protection** is \$25,000 for any one “suit”. Two or more plaintiffs with regard to the same sale, or any one product, service or repair of “your product” shall all be considered the same “suit”. Any settlement made by us will be included in the \$25,000 limit for any one “suit”. The aggregate amount we will pay for all “suits” arising out of insurance provided by **Coverage D** during any one policy period is \$250,000.
9. Subject to the Each Occurrence Limit of your policy, the most we will pay under **Coverage H – Repair Cost Reimbursement** in any one occurrence is 75 percent of the usual and customary parts and labor charges for the repairs or replacements that you perform. Subject to the Products-Completed Operations Aggregate Limit of your policy, the 75 percent any one occurrence limit set forth in this paragraph 9., and the Each Occurrence Limit of your policy, the total amount we will pay for all claims under **Coverage H – Repair Cost Reimbursement** during any one policy period is \$300,000.
10. For purposes of determining the Limits of Insurance for **Coverages E, F, G and I**, any loss based upon a series of negligent acts, errors and/or omissions will be deemed to have arisen when the first negligent act, error or omission of that series occurred.

IV. COMMERCIAL GENERAL LIABILITY CONDITIONS

With respect to **Coverage D – “Consumer Complaint” Protection** only, paragraph 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, does not apply.

V. DEFINITIONS

As used in this endorsement, the following are added to **SECTION V – DEFINITIONS**:

- A. “Consumer complaint” means any “suit” brought against you by or on behalf of your customer and arising out of the unsatisfactory sale, service or repair of “your product”.
- B. “Title” means a written documentation of ownership issued by governmental authority evidencing ownership of equipment.

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown in the Declarations.

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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 12/27/2007

Comments:

Attachment:

NAIC 2007.pdf

Satisfied -Name: COVER LETTER **Review Status:** Approved 12/27/2007

Comments:

Attachment:

GL Form.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Harleysville Mutual Insurance Company	PA	14168	23-0902325	

5. Company Tracking Number	125395486
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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
	Carol Zwoyer 355 Maple Avenue Harleysville, PA 19438	Senior State Filing Analyst	800-523-6344 ext. 5735	215-256-5678	czwoyer@harleysvillegroup.com

7. Signature of authorized filer	
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8. Please print name of authorized filer	Carol Zwoyer
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Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial General Liability
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 03/01/2008 Renewal: 03/01/2008

HARLEYSVILLE MUTUAL INSURANCE COMPANY

**355 Maple Avenue
Harleysville, PA 19438-2297
www.harleysvillegroup.com**

December 21, 2007

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

NAIC# 14168-35696
Commercial General Liability
Form Filing
Reference Filing Number: 125395486

Dear Honorable Bowman:

We submit for your review and approval a revision to be applicable to our Commercial General Liability Program.

We wish to introduce new nonstandard endorsement CG-7282 (Ed. 3-07) Equipment Dealers General Liability Enhancements. This optional endorsement is available to those insureds whose principal operations involve the sale of mobile agricultural and construction equipment and related accessories.

Attached: CG-7282 (Ed. 3-07) Equipment Dealers General Liability Enhancements

Rule of application: This revision is applicable to all policies written on or after March 1, 2008.

Your favorable consideration will be appreciated.

Very truly yours



Carol Zwoyer, AAM, AIT
Senior State Filing Analyst
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czwoyer@harleysvillegroup.com

CC: Susan Arbogast, Lisa Berke