

SERFF Tracking Number: NWCM-125266175 State: Arkansas
First Filing Company: Nationwide Property & Casualty Insurance Company, ... State Tracking Number: AR-PC-07-025835
Company Tracking Number: P-2007SKCE-75FQ4K
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: Independent filing of General Liability Enhancement Endorsement/P-2007SKCE-75FQ4K

Filing at a Glance

Companies: Nationwide Property & Casualty Insurance Company, Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company

Product Name: General Liability SERFF Tr Num: NWCM-125266175 State: Arkansas
TOI: 17.0 Other Liability - Claims Made/Occurrence SERFF Status: Closed State Tr Num: AR-PC-07-025835
Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: P-2007SKCE-75FQ4K State Status:
Filing Type: Form Co Status: Pending - Submitted Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Janis Labarre Disposition Date: 08/28/2007
Date Submitted: 08/20/2007 Disposition Status: Approved
Effective Date Requested (New): 01/01/2008 Effective Date (New):
Effective Date Requested (Renewal): 01/01/2008 Effective Date (Renewal):

General Information

Project Name: Independent filing of General Liability Enhancement Endorsement Status of Filing in Domicile: Not Filed
Project Number: P-2007SKCE-75FQ4K Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 08/28/2007
State Status Changed: 08/20/2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
Independent filing of General Liability Enhancement Endorsement

Company and Contact

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Filing Contact Information

Janis La Barre, State Filing Specialist labarrj@nationwide.com
 One Nationwide Plaza (614) 249-8739 [Phone]
 Columbus, OH 43215 (614) 249-3922[FAX]

Filing Company Information

Nationwide Property & Casualty Insurance CoCode: 37877 State of Domicile: Ohio
 Company
 One Nationwide Plaza Group Code: 140 Company Type:
 1-17-02
 Columbus, OH 43215 Group Name: State ID Number:
 (614) 249-2271 ext. [Phone] FEIN Number: 31-0970750

Nationwide Mutual Insurance Company CoCode: 23787 State of Domicile: Ohio
 One Nationwide Plaza Group Code: 140 Company Type: Property &
 1-17-02 Casualty
 Columbus, OH 43215 Group Name: State ID Number:
 (614) 249-2271 ext. [Phone] FEIN Number: 31-4177100

Nationwide Mutual Fire Insurance Company CoCode: 23779 State of Domicile: Ohio
 One Nationwide Plaza Group Code: 140 Company Type: Property &
 1-17-02 Casualty
 Columbus, OH 43215 Group Name: State ID Number:
 (614) 249-2271 ext. [Phone] FEIN Number: 31-4177110

Filing Fees

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

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Mutual Fire Insurance Company	\$0.00	08/20/2007	
Nationwide Mutual Insurance Company	\$50.00	08/20/2007	15188139
Nationwide Property & Casualty Insurance Company	\$0.00	08/20/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/28/2007	08/28/2007

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Disposition

Disposition Date: 08/28/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memorandum-Filing Letter	Approved	Yes
Form	Commercial General Liability Coverage Enhancement 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	Commercial General Liability Coverage Enhancement Endorsement	CG 72 12 01 08	01 08	Endorsement/New		0.00	CG7212-0108-00.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMMERCIAL GENERAL LIABILITY
COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended as follows:

1. **g. Aircraft, Auto Or Watercraft (2) (a)** is replaced with:

(a) Less than 51 feet long; and

2. The following paragraphs are added to

j. Damage to Property (4) :

However, this exclusion does not apply to:

(a) “property damage” to borrowed equipment while not in use, while at the insured’s premises or a job site; or

(b) to Customers goods while on the insured’s premises for the purpose of being worked on or used in a manufacturing process.

The most we will pay for damages for “property damage” coverage provided by this coverage in any one occurrence is \$10,000. Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$500.

This insurance is excess over any other valid and collectible insurance.

3. The last paragraph of **2. Exclusions** of Section 1 - Coverage A is replaced by the following:

If **Damage To Premises Rented to You** is not otherwise excluded, exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III-Limits of Insurance.

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended as follows:

1. **1. b.** replaced with:

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. **1. d.** replaced with:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. **3. a.** is replaced with:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

2. The following is added:

4. Additional Insured – Automatic Status When Required in an Agreement With You is added as follows:

Who Is An Insured is amended to include the following person(s) or organization(s) with whom you have agreed in a valid written contract or written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal

and advertising injury” caused, in whole or in part, by:

- a. **Co-Owners of Insured Premises** – with respect to their liability as co-owner of the premises.

However, their status as additional insured under this policy ends when you cease to co-own such premises with that person or organization.

- b. **Controlling Interest** – with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

However, their status as additional insured under this policy ends when they cease to have such controlling interest.

- c. **Grantor of Franchise or License** – with respect to their liability as grantor of a franchise or license to you.

However, their status as additional insured under this policy ends:

- (1) when their contract or agreement with you granting the franchise or license ends or expires.
- (2) when your license is terminated or revoked prior to expiration of the license as stipulated by the contract or agreement.

- d. **Lessors of Leased Equipment** – with respect to their liability caused in whole or in part by your maintenance, operation or use of equipment leased to you by such person or organization. This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract or agreement with you for such leased equipment ends.

- e. **Managers, or Lessors of Leased Premises** – with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

- f. **Mortgagee, Assignee, or Receiver** – as respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance or use of the premises by you.

This insurance does not apply to structural alterations, new constructions and demolition operations performed by or for that person or organization.

However, their status as additional insured under this policy ends when their status as mortgagee, assignee or receiver ends.

- g. **Owners or Other Interest from Whom Land has been Leased** – with respect to their liability arising out of the ownership, maintenance or use of that part of the land leased to you.

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to lease the land;
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to lease that land.

- h. **State or Political Subdivisions – Permits Relating to Premises** – with respect to the following ongoing operations for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or

decorations and similar exposures;
or

- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

i. **Vendors** – but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. The following paragraph is added to paragraph 2:

The General Aggregate Limit under Section III Limits of Insurance applies separately to each of your "locations" owned by or rented

CG 72 12 01 08

to you or temporarily occupied by you with the permission of the owner.

2. Paragraph 6. is replaced with:
 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 in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$300,000.
3. Paragraph 7. is replaced with:
 7. Subject to 5. above, the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if Coverage C-Medical Payments is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. **KNOWLEDGE OF AN OCCURRENCE –**
The following is added to 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit condition:**
 - e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
2. 4. **Other Insurance**
 - b. **Excess Insurance (1) (b)** is replaced with:
 - (b) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises

rented to you or temporarily occupied by you with permission of the owner;

3. **6. Representations** is amended to include :
 - d. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
4. **8. Transfer of Rights of Recovery Against Others to Us** is amended to include:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazards".
5. **10. Liberalization** is added as follows:

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

SECTION V – DEFINITIONS is amended as follows:

1. **3. "Bodily injury"** is deleted and replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.
2. "Location" is added as follows:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

All terms and conditions of this policy apply unless modified by this endorsement.

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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 08/28/2007

Comments:

Attachment:

F777-nmic_form.pdf

Satisfied -Name: Filing Memorandum-Filing Letter **Review Status:** Approved 08/28/2007

Comments:

Attachment:

Form Filing Memo-NW.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

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:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
Nationwide Group	140

4. Company Name(s)	Domicile	NAIC #	FEIN #
Nationwide Mutual Insurance Company	Ohio	140-23787	31-4177100
Nationwide Mutual Fire Insurance Company	Ohio	140-23779	31-4177110
Nationwide Property & Casualty Ins Co	Ohio	140-37877	31-0970750

5. Company Tracking Number	P-2007SKCE-75FQ4K
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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
	Janis A La Barre, One Nationwide Plaza, Columbus, OH 43215	Filing Specialist	614-249-8739	614-249-3922	labarrj@nationwid e.com
7.	Signature of authorized filer		 Head Filer		
8.	Please print name of authorized filer		Janis A La Barre		

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

9. Type of Insurance (TOI)	Other Liability
10. Sub-Type of Insurance (Sub-TOI)	General Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	General Liability

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.)**



August 20, 2007

Arkansas Insurance Department
Property & Casualty Division
1200 W 3rd St
Little Rock, AR 72201-1904

RE: NATIONWIDE MUTUAL INSURANCE COMPANY, NAIC No: 140-23787
NATIONWIDE MUTUAL FIRE INSURANCE COMPANY, NAIC No: 140-23779
NATIONWIDE PROPERTY AND CASUALTY INS COMPANY, NAIC No: 140-37877
Commercial General Liability
Forms Filing
Filing No: P-2007SKCE-75FQ4K

Dear Commissioner:

With this filing, we wish to implement the following optional form for use with our Commercial General Liability program. This endorsement provides additional enhancement coverage for our non-contractor policies.

CG 7212 01 08, COMMERCIAL GENERAL LIABILITY COVERAGE ENHANCEMENT
ENDORSEMENT

We intend to use the new form effective 01-01-2008 for new business and renewal policies.

If you need any additional information, contact me at (614) 249-8739, Fax (614) 249-3922 or E-mail labarrj@nationwide.com.

Please use the extra copy of this letter to indicate your acknowledgement and/or approval.

Very truly yours,

A handwritten signature in black ink that reads "Janis A. La Barre".

Janis A La Barre, CPCU
Filing Specialist, 1-17-03
Commercial Insurance Services