

SERFF Tracking Number: SEPX-125226252 State: Arkansas  
 Filing Company: Sentry Casualty Company State Tracking Number: AR-PC-07-025370  
 Company Tracking Number: GL AR0717689F01  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Commercial General Liability  
 Project Name/Number: 2007 General Liability/GL AR0717689F01

## Filing at a Glance

Company: Sentry Casualty Company  
 Product Name: Commercial General Liability SERFF Tr Num: SEPX-125226252 State: Arkansas  
 TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: AR-PC-07-025370  
 Made/Occurrence  
 Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: GL AR0717689F01 State Status:  
 Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding  
 Author: SPI SentryInsurancePC Disposition Date: 08/22/2007  
 Date Submitted: 07/06/2007 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: 2007 General Liability Status of Filing in Domicile:  
 Project Number: GL AR0717689F01 Domicile Status Comments:  
 Reference Organization: Reference Number:  
 Reference Title: Advisory Org. Circular:  
 Filing Status Changed: 08/22/2007  
 State Status Changed: 07/09/2007 Deemer Date:  
 Corresponding Filing Tracking Number:  
 Filing Description:  
 Sentry Casualty Company recently received a Certificate of Authority to conduct business in your state. We previously filed to have this company "mirror" one of our group insurance companies, Sentry Select Insurance Company, specifically our Motor Carrier Non-Passenger Program. No business has yet been placed in Sentry Casualty Company.

We are withdrawing those filings and re-filing Sentry Casualty Company. Our business plan is to roll our national account business into Sentry Casualty Company and place all future national accounts business there as well. As a result, our current Sentry Insurance a Mutual Company national accounts business will no longer be intermingled with other businesses, giving us greater flexibility and more customer options in all markets.

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Insurance Services Office has filing authorization for Sentry Casualty Company. We will adopt all revisions filed on our behalf by them.

We intend to auto-adopt all ISO revisions.

Our company exception pages and company endorsements are attached for your review.

## Company and Contact

### Filing Contact Information

Earl Lais, Compliance/Development Sr. Analyst earl.lais@sentry.com  
 1800 North Point Drive (715) 346-7898 [Phone]  
 Stevens Point, WI 54481 (715) 346-6044[FAX]

### Filing Company Information

Sentry Casualty Company	CoCode: 28460	State of Domicile: Wisconsin
1800 North Point Drive	Group Code: 169	Company Type:
Stevens Point, WI 54481	Group Name: Sentry Insurance	State ID Number:
	Group	
(715) 346-6000 ext. [Phone]	FEIN Number: 88-0119246	
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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 #
Sentry Casualty Company	\$50.00	07/06/2007	14480789

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/22/2007	08/22/2007

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	08/17/2007	08/17/2007	SPI SentryInsuranceP C	08/20/2007	08/20/2007
Pending Industry Response	Edith Roberts	08/02/2007	08/02/2007	SPI SentryInsuranceP C	08/17/2007	08/17/2007
Pending Industry Response	Edith Roberts	07/11/2007	07/11/2007	SPI SentryInsuranceP C	07/17/2007	07/17/2007

*SERFF Tracking Number:*      *SEPX-125226252*                      *State:*                      *Arkansas*  
*Filing Company:*              *Sentry Casualty Company*                      *State Tracking Number:*      *AR-PC-07-025370*  
*Company Tracking Number:*      *GL AR0717689F01*  
*TOI:*                      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*                      *17.0001 Commercial General Liability*  
*Product Name:*                      *Commercial General Liability*  
*Project Name/Number:*              *2007 General Liability/GL AR0717689F01*

## **Disposition**

Disposition Date: 08/22/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	Exclusion - Products - Completed Operations Hazard	Approved	Yes
<b>Form</b>	Cover Declarations page	Approved	Yes
<b>Form</b>	Additional Named Insured	Approved	Yes
<b>Form</b>	Additional Premises	Approved	Yes
<b>Form</b>	CGL Coverage Declarations	Approved	Yes
<b>Form</b>	CGL Coverage Declarations Schedule of Forms	Approved	Yes
<b>Form</b>	OC&P Declarations	Approved	Yes
<b>Form</b>	Commercial Products Liability Declarations	Approved	Yes
<b>Form</b>	Commercial Products Liability Declarations Schedule of Forms	Approved	Yes
<b>Form</b>	Additional Conditions - Participation Clause	Approved	Yes
<b>Form</b>	Renewal Summary Certificate	Approved	Yes
<b>Form</b>	Employee Benefits Liability Endorsement	Approved	Yes
<b>Form</b>	Mortician's Malpractice Liability	Approved	Yes
<b>Form</b>	Engine Rebuilding And Overhaul Operations	Approved	Yes
<b>Form</b>	Fellow Employee Bodily Injury	Approved	Yes
<b>Form</b>	Premium Audit Endorsement Plan A	Approved	Yes
<b>Form</b>	Deductible Liability Endorsement (Including Allocated Loss Adjustment Expense)	Approved	Yes
<b>Form</b>	Amendment Of Coverage Territory - Worldwide Coverage	Approved	Yes
<b>Form</b>	Special Broad Form General Liability Endorsement	Approved	Yes
<b>Form</b>	Exclusion - Owned Snowmobile	Approved	Yes
<b>Form</b>	Printing And Graphic Arts Errors And Omissions	Approved	Yes
<b>Form</b>	Total Pollution Exclusion Endorsement	Approved	Yes

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<b>Form</b>	Customers Patterns, Dies And Molds	Approved	Yes
<b>Form</b>	Optional Property Damage	Approved	Yes
<b>Form</b>	Manufacturers Errors And Omissions	Approved	Yes
<b>Form</b>	Product Withdrawal Expense	Approved	Yes
<b>Form</b>	Endorsement ( Including Product Retrofit)		
<b>Form</b>	Contractual Liability Specific Contract Excluded	Approved	Yes
<b>Form</b>	Guaranteed Premium Designated General Liability Classes	Approved	Yes
<b>Form</b>	Supplemental Reporting Period Endorsement (Products and Completed Operations Hazard)	Approved	Yes
<b>Form</b>	Supplemental Reporting Period Endorsement (Coverage A and Coverage B)	Approved	Yes
<b>Form</b>	Self - Insured Retention (Including Allocated Loss Adjustment Expense)	Approved	Yes
<b>Form</b>	Primary / Noncontributory Insurance (Additional Insureds)	Approved	Yes
<b>Form</b>	Additional Condition - Two or More Policies Issured By Us	Approved	Yes
<b>Form</b>	Exclusion - Asbestos	Approved	Yes
<b>Form</b>	Changes - Pollution Liability (Railroad Protective Liability Coverage part)	Approved	Yes
<b>Form</b>	Changes - Pollution Liability (O&CP Liability Coverage part)	Approved	Yes
<b>Form</b>	Changes - Pollution Liability (Commercial General Liability Coverage Part)	Approved	Yes
<b>Form</b>	Total Pollution Exclusion Endorsement	Withdrawn	Yes
<b>Form</b>	Total Pollution Exclusion With a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception	Approved	Yes
<b>Form</b>	Total Pollution Exclusion With a Hostile Fire Exception	Approved	Yes
<b>Form</b>	Exclusion - All Hazards Insured ON A Specified Policy	Approved	Yes

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<b>Form</b>	Earlier Notice of Cancellation and Non - Renewal Provided By Us	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Coverage Territory	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Bodily Injury Redefined	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Incidental Medical Malpractice	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Extended Property Damage	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Broad Knowledge of Occurrence, Claim or Suit	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Owned, Non-Owned and Hired Watercraft	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Personal and Advertising Injury Liability - Contractual Exclusion Deleted	Approved	Yes
<b>Form</b>	Additional Insured - Automatic Status When Required by Contract or Agreement	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Care, Custody or Control	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Defense Coverage for Indemnity	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Unintentional Failure to Disclose Hazards/Exposures	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Personal and Advertising Injury Nonemployment Related Discrimination	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Good Samaritan/Citizen Liability	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Personal and Advertising Injury Contractual Exclusion Deleted	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Deductible Liability Insurance (Including Allocated Loss Adjustment Expense)	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Composite	Approved	Yes

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	Rate/Premium		
<b>Form</b>	Exclusion - Asbestos	Approved	Yes
<b>Form</b>	Exclusion - Structural Subsidence	Approved	Yes
<b>Form</b>	Exclusion - Aircraft Products and Aircraft Work	Approved	Yes
<b>Form</b>	Dog Exclusion	Approved	Yes
<b>Form</b>	Exclusion - Scheduled Rental Operations	Approved	Yes
<b>Form</b>	Exclusion - All Rental Operations	Approved	Yes
<b>Form</b>	Exclusion - Lift Equipment	Approved	Yes
<b>Form</b>	Notice of Insurance Cancellation	Approved	Yes
<b>Form</b>	Notice of Insurance Nonrenewal	Approved	Yes
<b>Form</b>	Notice of Insurance Nonpay Cancellation	Approved	Yes
<b>Form</b>	Scheduled Indemnity Policy	Approved	Yes
<b>Form</b>	Scheduled Indemnity Policy Declarations	Approved	Yes

Page

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 08/17/2007  
Submitted Date 08/17/2007  
Respond By Date

Dear Earl Lais,

This will acknowledge receipt of the 8/17 letter addressing my objection comments.

I note that your company is an ISO subscriber and as such you should have access to their forms library to do this research.

However, if you will review ISO general liability contract, CG 00 02 12 04, it contains a hostile fire exception. Any attaching endorsements approved would be subject to that hostile fire exception. Also, I have found several other endorsements CG 21 55 09 99 Total Pollution Exclusion with HF exception, CG 04 29 12 04 Pollution Exclusion Limited Exception, and CG 24 15 10 01, Limited Pollution Liability Extension Endorsement.

If you wish to have this filing approved inclusive of the forms in question, you will have to include the hostile fire exception. You may either amend by an Arkansas Amendatory Endorsment, show that it is already contained in an attaching policy, or amend the form itself.

Please feel free to contact me if you have questions.

Sincerely,  
Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 08/20/2007  
Submitted Date 08/20/2007

Dear Edith Roberts,

### Comments:

This is in response to your 8/17/07 objection letter.



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## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 08/02/2007

Submitted Date 08/02/2007

Respond By Date

Dear Earl Lais,

Thank you for your response.

While Form CG 80 02 12 04 contains the ISO language, ISO also has an AR amendatory that amends all such language in all endorsements to include coverage for hostile fire. Therefore, unless this endorsement is amended, I may not approve.

Regarding the other two, I will accept your argument.

Thanks

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 08/17/2007

Submitted Date 08/17/2007

Dear Edith Roberts,

### Comments:

This is in response to your 8/2/07 objection letter.

### Response 1

Comments: Ms. Roberts, this is in response to your objection letter #2 on regarding the Absolute Pollution Exclusion, CG 80 02 12 04, included with this filing.

Per phone call from Steven Underbakke on 08-02-07, we are unable to locate the referenced Arkansas amendatory



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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 07/11/2007  
Submitted Date 07/11/2007

Respond By Date

Dear Earl Lais,

This will acknowledge receipt of the captioned filing.

Please refer to Forms CG 70 97 12 04, CG 70 98 12 04 and Form CG 80 02 12 04. Each of these forms must include an exception for smoke, vapor, fumes or soot from a hostile fire which also must be defined as a fire which breaks out from where it was intended to be.

Thanks.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 07/17/2007  
Submitted Date 07/17/2007

Dear Edith Roberts,

### Comments:

This is in response to your 7/11/07 objection letter.

### Response 1

Comments: Your objection stated that endorsements CG 70 97 12 04, CG 70 98 12 04 and CG 80 02 12 04 must include an exception (allowing coverage for) heat, smoke fumes etc from a hostile fire. We would ask you reconsider this objection for each endorsement due to the following:

Endorsement CG 70 97 12 04 amends the standard Owners and Contractors Coverage Form's Pollution exclusion by adding language to the exclusion to clarify our intent regarding application of the exclusion. It does not replace or

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otherwise modify the standard ISO exclusion. The standard exclusion's exceptions for bodily injury or property damage due to heat smoke or fumes from a hostile fire (for example paragraph 2.j.(1)(a)(ii) or (d)(iii) of Section I Coverages - Bodily Injury And Property Damage Liability) remain and coverage is provided for such incidents. The second paragraph of the endorsement simply amends the definition of pollutants, however, this change would not impact the hostile fire exceptions in the standard exclusion. The coverage form also defines the term hostile fire as on which becomes uncontrollable or breaks out from where it is intended to be.

Endorsement CG 70 98 12 04 amends the standard Commercial General Liability Coverage Forms Pollution exclusions also by adding language to the exclusions to clarify our intent regarding application of the exclusions. This endorsement does not replace or otherwise modify the standard ISO exclusions. The exceptions for bodily injury or property damage arising out of the heat smoke or fumes from a hostile fire (for example paragraph 2.f.(1)(a)(iii) or (d)(iii) of Section I Coverage - Bodily Injury and Property Damage Liability remain and coverage is provided for such incidents. The second paragraph of the endorsement simply amends the definition of pollutants, however, this change would not impact the hostile fire exceptions in the standard exclusion. The coverage form also defines the term hostile fire as described above (and per the requirements spelled out in your objection).

Regarding endorsement CG 80 02 12 04, this is an optional endorsement and used in place of the ISO CG 24 49 due to the additional clarification of intent in the application of the exclusion and like the ISO endorsement, replaces the Bodily Injury and Property Damage Liability pollution exclusion with an absolute exclusion. In checking ISO forms portfolios for Arkansas and ISO Countrywide Rules and state exceptions, CG 24 49 is an optional endorsement available in the state of Arkansas. We will have an option available for situations in which coverage for heat smoke or fumes from a hostile fire is desired, CG 80 04 in place of the ISO CG 21 55. Because of the availability of the corresponding ISO endorsement as well as the option of an absolute exclusion with a hostile fire exception we would ask you reconsider your objection and approve the filing including endorsement CG 80 02.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We trust that this response will be satisfactory and ask that you proceed with the approval of the filing.

Sincerely,  
SPI SentryInsurancePC

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Exclusion - Products - Completed Operations Hazard	CG 70 27	07 98	Endorsement/Amendment/Conditions		0.00	
Approved	Cover Declarations page	IL DS 00	07 02	Declaration News/Schedule		0.00	IL DS 00.PDF
Approved	Additional Named Insured	IL 89 01	09 87	Endorsement/Amendment/Conditions		0.00	IL 89 01.PDF
Approved	Additional Premises	IL 89 02	11 85	Endorsement/Amendment/Conditions		0.00	IL 89 02.PDF
Approved	CGL Coverage Declarations	CG 89 01	07 98	Declaration News/Schedule		0.00	CG 89 01 page 1 GI Dec.PDF
Approved	CGL Coverage Declarations Schedule of Forms	CG 89 01	07 98	Declaration News/Schedule		0.00	CG 89 01 page 2 schedule.PDF
Approved	OC&P Declarations	CG 89 04	11 85	Declaration News/Schedule		0.00	CG 89 04.PDF
Approved	Commercial Products Liability Declarations	CG 89 05	11 85	Declaration News/Schedule		0.00	CG 89 05 page 1 Dec.PDF
Approved	Commercial Products Liability Declarations Schedule of Forms	CG 89 05	11 85	Declaration News/Schedule		0.00	CG 89 05 page 2 schedule.PDF

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Approved	Additional Conditions - Participation Clause	80 2314 (SC)	01 07	Other	New	0.00	80 2314 (SC).PDF
Approved	Renewal Summary Certificate	80 2076	01 98	Other	New	0.00	80 2076.PDF
Approved	Employee Benefits Liability Endorsement	CG 70 01	12 04	Endorsement/Conditions	New	0.00	CG 70 01.PDF
Approved	Mortician's Malpractice Liability	CG 70 02	11 85	Endorsement/Conditions	New	0.00	CG 70 02.PDF
Approved	Engine Rebuilding And Overhaul Operations	CG 70 03	08 99	Endorsement/Conditions	New	0.00	CG 70 03.PDF
Approved	Fellow Employee Bodily Injury	CG 70 04	12 04	Endorsement/Conditions	New	0.00	CG 70 04.PDF
Approved	Premium Audit Endorsement Plan A	CG 70 06	11 85	Endorsement/Conditions	New	0.00	CG 70 06.PDF
Approved	Deductible Liability Endorsement (Including Allocated Loss Adjustment Expense)	CG 70 15	01 96	Endorsement/Conditions	New	0.00	CG 70 15.PDF
Approved	Amendment Of Coverage Territory - Worldwide	CG 70 18	12 04	Endorsement/Conditions	New	0.00	CG 70 18.PDF

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Coverage

Approved	Special Broad Form General Liability Endorsement	CG 70 21 10 05	Endorsement/Amendment/Conditions	0.00	CG 70 21.PDF
Approved	Exclusion - Owned Snowmobile	CG 70 24 12 93	Endorsement/Amendment/Conditions	0.00	CG 70 24.PDF
Approved	Printing And Graphic Arts Errors And Omissions	CG 70 39 12 04	Endorsement/Amendment/Conditions	0.00	CG 70 39.PDF
Approved	Total Pollution Exclusion Endorsement	CG 70 50 12 04	Endorsement/Amendment/Conditions	0.00	CG 70 50.PDF
Approved	Customers Patterns, Dies And Molds	CG 70 61 10 94	Endorsement/Amendment/Conditions	0.00	CG 70 61.PDF
Approved	Optional Property Damage	CG 70 62 12 04	Endorsement/Amendment/Conditions	0.00	CG 70 62.PDF
Approved	Manufacturers Errors And Omissions	CG 70 63 12 04	Endorsement/Amendment/Conditions	0.00	CG 70 63.PDF
Approved	Product Withdrawal Expense Endorsement ( Including Product Retrofit)	CG 70 67 12 04	Endorsement/Amendment/Conditions	0.00	CG 70 67.PDF
Approved	Contractual Liability Specific Contract	CG 70 68 12 04	Endorsement/Amendment/Conditions	0.00	CG 70 68.PDF

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Approval	Description	Code	Endorsement/Condition	Amount	File Name
Approved	Excluded		ons		
Approved	Guaranteed Premium Designated General Liability Classes	CG 70 70 08 98	Endorsement/Amendment/Conditions	0.00	CG 70 70.PDF
Approved	Supplemental Reporting Period Endorsement (Products and Completed Operations Hazard)	CG 70 71 01 96	Endorsement/Amendment/Conditions	0.00	CG 70 71.PDF
Approved	Supplemental Reporting Period Endorsement (Coverage A and Coverage B)	CG 70 72 12 04	Endorsement/Amendment/Conditions	0.00	CG 70 72.PDF
Approved	Self - Insured Retention (Including Allocated Loss Adjustment Expense)	CG 70 73 07 98	Endorsement/Amendment/Conditions	0.00	CG 70 73 .PDF
Approved	Primary / Noncontributory Insurance (Additional Insureds)	CG 70 81 08 98	Endorsement/Amendment/Conditions	0.00	CG 70 81.PDF
Approved	Additional Condition - Two or More Policies Issued By Us	CG 70 85 04 01	Endorsement/Amendment/Conditions	0.00	CG 70 85.PDF
Approved	Exclusion - Asbestos	CG 70 89 12 04	Endorsement/Amendment/Conditions	0.00	CG 70 89 .PDF
Approved	Changes -	CG 70 96 12 04	Endorsement/Amendment/Conditions	0.00	CG 70

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	Pollution Liability (Railroad Protective Liability Coverage part)			nt/Amendm ent/Condi ons		96.PDF
Approved	Changes - Pollution Liability (O&CP Liability Coverage part)	CG 70 97 12 04		Endorseme New nt/Amendm ent/Condi ons	0.00	CG 70 97.PDF
Approved	Changes - Pollution Liability (Commercial General Liability Coverage Part)	CG 70 98 12 04		Endorseme New nt/Amendm ent/Condi ons	0.00	CG 70 98.PDF
Withdrawn	Total Pollution Exclusion Endorsement	CG 80 02 12 04		Endorseme New nt/Amendm ent/Condi ons	0.00	CG 80 02 .PDF
Approved	Total Pollution Exclusion With a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception	CG 80 03 12 04		Endorseme New nt/Amendm ent/Condi ons	0.00	CG 80 03.PDF
Approved	Total Pollution Exclusion With a Hostile Fire Exception	CG 80 04 12 04		Endorseme New nt/Amendm ent/Condi ons	0.00	CG 80 04.PDF
Approved	Exclusion - All Hazards Insured ON A Specified Policy	CG 80 08 12 04		Endorseme New nt/Amendm ent/Condi ons	0.00	CG 80 08.PDF
Approved	Earlier Notice of Cancellation and Non -Renewal	CG 80 09 12 04		Endorseme New nt/Amendm ent/Condi	0.00	CG 80 09.PDF

SERFF Tracking Number: SEPX-125226252 State: Arkansas  
 Filing Company: Sentry Casualty Company State Tracking Number: AR-PC-07-025370  
 Company Tracking Number: GLAR0717689F01  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Commercial General Liability  
 Project Name/Number: 2007 General Liability/GLAR0717689F01

Provided By Us		ons		
Approved	Amendatory Endorsement - Coverage Territory	CG 80 10 12 04	Endorseme New nt/Amendm ent/Condi ons	0.00 CG 80 10 .PDF
Approved	Amendatory Endorsement - Bodily Injury Redefined	CG 80 11 12 04	Endorseme New nt/Amendm ent/Condi ons	0.00 CG 80 11.PDF
Approved	Amendatory Endorsement - Incidental Medical Malpractice	CG 80 12 12 04	Endorseme New nt/Amendm ent/Condi ons	0.00 CG 80 12 .PDF
Approved	Amendatory Endorsement - Extended Property Damage	CG 80 13 12 04	Endorseme New nt/Amendm ent/Condi ons	0.00 CG 80 13.PDF
Approved	Amendatory Endorsement - Broad Knowledge of Occurrence, Claim or Suit	CG 80 14 12 04	Endorseme New nt/Amendm ent/Condi ons	0.00 CG 80 14.PDF
Approved	Amendatory Endorsement - Owned, Non- Owned and Hired Watercraft	CG 80 16 12 04	Endorseme New nt/Amendm ent/Condi ons	0.00 CG 80 16.PDF
Approved	Amendatory Endorsement - Personal and Advertising Injury Liability - Contractual Exclusion Deleted	CG 80 17 12 04	Endorseme New nt/Amendm ent/Condi ons	0.00 CG 80 17.PDF
Approved	Additional Insured -	CG 80 18 12 04	Endorseme New nt/Amendm	0.00 CG 80 18.PDF

SERFF Tracking Number: SEPX-125226252 State: Arkansas  
 Filing Company: Sentry Casualty Company State Tracking Number: AR-PC-07-025370  
 Company Tracking Number: GLAR0717689F01  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Commercial General Liability  
 Project Name/Number: 2007 General Liability/GLAR0717689F01

Automatic Status	When Required	by Contract or Agreement	ent/Condi	ons		
Approved	Amendatory	CG 80 19 12 04	Endorseme	New	0.00	CG 80
	Endorsement -		nt/Amendm			19.PDF
	Care, Custody or		ent/Condi			
	Control		ons			
Approved	Amendatory	CG 80 20 12 04	Endorseme	New	0.00	CG 80
	Endorsement -		nt/Amendm			20.PDF
	Defense		ent/Condi			
	Coverage for		ons			
	Indemnity					
Approved	Amendatory	CG 80 21 12 04	Endorseme	New	0.00	CG 80
	Endorsement -		nt/Amendm			21.PDF
	Unintentional		ent/Condi			
	Failure to		ons			
	Disclose					
	Hazards/Exposur					
	es					
Approved	Amendatory	CG 80 22 12 04	Endorseme	New	0.00	CG 80
	Endorsement -		nt/Amendm			22.PDF
	Personal and		ent/Condi			
	Advertising Injury		ons			
	Nonemployment					
	Related					
	Discrimination					
Approved	Amendatory	CG 80 23 12 04	Endorseme	New	0.00	CG 80
	Endorsement -		nt/Amendm			23.PDF
	Good		ent/Condi			
	Samaritan/Citizen		ons			
	Liability					
Approved	Amendatory	CG 80 24 12 04	Endorseme	New	0.00	CG 80
	Endorsement -		nt/Amendm			24.PDF
	Personal and		ent/Condi			
	Advertising Injury		ons			
	Contractual					
	Exclusion					

SERFF Tracking Number: SEPX-125226252 State: Arkansas  
 Filing Company: Sentry Casualty Company State Tracking Number: AR-PC-07-025370  
 Company Tracking Number: GLAR0717689F01  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Commercial General Liability  
 Project Name/Number: 2007 General Liability/GLAR0717689F01

Deleted

Approved	Amendatory Endorsement - Deductible Liability Insurance (Including Allocated Loss Adjustment Expense0	CG 80 26 12 04	Endorseme New nt/Amendm ent/Condi tions	0.00	CG 80 26.PDF
Approved	Amendatory Endorsement - Composite Rate/Premium	CG 80 27 12 04	Endorseme New nt/Amendm ent/Condi tions	0.00	CG 80 27.PDF
Approved	Exclusion - Asbestos	CG 88 08 12 04	Endorseme New nt/Amendm ent/Condi tions	0.00	CG 88 08.PDF
Approved	Exclusion - Structural Subsidence	IL 70 01 12 04	Endorseme New nt/Amendm ent/Condi tions	0.00	IL 70 01.PDF
Approved	Exclusion - Aircraft Products and Aircraft Work	IL 70 03 12 04	Endorseme New nt/Amendm ent/Condi tions	0.00	IL 70 03.PDF
Approved	Dog Exclusion	IL 70 12 12 04	Endorseme New nt/Amendm ent/Condi tions	0.00	IL 70 12.PDF
Approved	Exclusion - Scheduled Rental Operations	IL 70 17 12 04	Endorseme New nt/Amendm ent/Condi tions	0.00	IL 70 17.PDF
Approved	Exclusion - All Rental Operations	IL 70 18 12 04	Endorseme New nt/Amendm ent/Condi tions	0.00	IL 70 18.PDF

SERFF Tracking Number: SEPX-125226252 State: Arkansas  
 Filing Company: Sentry Casualty Company State Tracking Number: AR-PC-07-025370  
 Company Tracking Number: GL AR0717689F01  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Commercial General Liability  
 Project Name/Number: 2007 General Liability/GL AR0717689F01

Approved	Exclusion - Lift Equipment	IL 70 25	12 04	Endorseme New nt/Amendm ent/Condi ons	0.00	IL 70 25.PDF
Approved	Notice of Insurance Cancellation	UND-AR CANC		Canc/NonR New en Notice	0.00	UND-AR CANC.PDF
Approved	Notice of Insurance Nonrenewal	UND-AR NONR		Canc/NonR New en Notice	0.00	UND-AR NONR.PDF
Approved	Notice of Insurance Nonpay Cancellation	CLC.AR.2 46		Canc/NonR New en Notice	0.00	CLC_AR_24 6.PDF
Approved	Scheduled Indemnity Policy	IL 70 27	01 97	Endorseme New nt/Amendm ent/Condi ons	0.00	IL 70 27.PDF
Approved	Scheduled Indemnity Policy Declarations Page	IL 89 03	01 97	Declaration New s/Schedule	0.00	IL 89 03.PDF





SENTRY CASUALTY COMPANY  
STEVENS POINT, WISCONSIN  
(A PARTICIPATING STOCK COMPANY)  
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

COMMERCIAL GENERAL  
LIABILITY POLICY

---

DECLARATIONS

POLICY NUMBER: 03-31436-01

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FIRST NAMED INSURED AND ADDRESS      PRODUCER      32214808  
TEST      NAGEL, GAYLEN J

715-346-8719

101 MAIN STREET

STEVENS POINT      WI  
54481

REFER TO THE ENCLOSED SCHEDULE FOR ADDITIONAL NAMED INSURED.

Policy Period: From 01-01-06 To 01-01-07      12:01 A.M. Standard Time  
at your mailing address shown above.

Form of Named Insured's Business: CORPORATION

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the Insurance as stated in this policy.

The Premium for this policy is \$99,999,999.99

Forms applicable to this policy:  
IL 00 17 11 98      80-2314(SC) 01 07

For Service Please Contact Your Agency As Shown Above.

IL DS 00 07 02

D/B

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DEB 03-31436-01  
03-31-06

NON-ASSESSABLE POLICY



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ADDITIONAL NAMED INSUREDS

POLICY NUMBER 03-31436-01

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The persons or organizations named below are named insureds under this policy.

TEST

IL 89 01 09 87

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DEB 03-31436-01 061  
03-31-06  
Page 001



SENTRY CASUALTY COMPANY  
STEVENS POINT, WISCONSIN  
(A PARTICIPATING STOCK COMPANY)  
A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

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DESCRIPTION OF PREMISES

POLICY NUMBER 03-31496-01

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PREMISES  
NUMBER  
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99999

IL 89 02 11 85

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TES 03-31496-01 00 051  
04-03-06  
PAGE 001



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COMMERCIAL GENERAL LIABILITY DECLARATIONS      POLICY NUMBER: 03-34625-01

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OCCURRENCE COVERAGE

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$99,999,999	
Products-Completed Operations Aggregate Limit	\$99,999,999	
Personal and Advertising Injury Limit	\$99,999,999	
Each Occurrence Limit	\$99,999,999	
Damage To Premises Rented To You	\$999,999	Any One Premises
Medical Expense Limit	\$999,999	Any One Person
Employee Benefits Liability Limit	\$99,999,999	

RETAINED AMOUNT SCHEDULE (SEE CG 70 73)

COVERAGE	AMOUNT AND BASIS OF RETAINED AMOUNT
Bodily Injury and Property Damage	\$9,999,999 Per Occurrence

FORMS AND ENDORSEMENTS:

The following forms and endorsements were included in the policy at the time of issuance:

CG 89 01 07 98

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AMA 03-34625-01 00 071  
06-20-07  
PAGE 001



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COMMERCIAL GENERAL LIABILITY DECLARATIONS

POLICY NUMBER: 03-34625-01

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SCHEDULE OF FORMS AND ENDORSEMENTS

XX XX XX      XX XX      XXX

CG 89 01 07 98

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AMA 03-34625-01 00 071  
06-20-07  
PAGE 002



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OWNERS AND CONTRACTORS PROTECTIVE  
LIABILILTY DECLARATION

ACCOUNT NUMBER:03-31496-01

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LIMITS OF INSURANCE

Aggregate Limit 99,999,999  
Each Occurrence Limit 99,999,999

DESIGNATION OF CONTRACTOR:

XX

MAILING ADDRESS:

XX

LOCATION OF COVERED OPERATIONS:

XX

FORMS AND ENDORSEMENTS:

The following forms and endorsements were included in the policy at the time of issuance:

XX XX XX XX XX    XX XX XX XX XX    XX XX XX XX XX  
XX XX XX XX XX    XX XX XX XX XX    XX XX XX XX XX

CG 89 04 11 85

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TES 03-31496-01 00 051  
04-18-06



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COMMERCIAL PRODUCTS LIABILITY DECLARATIONS      POLICY NUMBER 03-31496-01

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Occurrence Coverage  
-----

Limits of Insurance  
-----

Products-Completed Operations Aggregate Limit	\$99,999,999
Each Occurrence Limit	\$99,999,999

FORMS AND ENDORSEMENTS  
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The following forms and endorsements were included in the policy  
at the time of issuance.

CG 89 05 11 85

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TES 03-31496 01 00 051  
04-18-06  
PAGE 1



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COMMERCIAL PRODUCTS LIABILITY DECLARATIONS      POLICY NUMBER: 03-34625-01

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SCHEDULE OF FORMS AND ENDORSEMENTS

XX XX XX      XX XX      XXX

CG 89 05 11 85

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AMA 03-34625-01 00 071  
06-20-07  
PAGE 002

# ADDITIONAL CONDITIONS - PARTICIPATION

## Participation

You will share in any dividends in accordance with conditions established by the Board of Directors.

The first page of Declarations names the company issuing this policy. The officer signatures which correspond to That Company are a part of this policy. None of the other signatures apply to this policy.

**SENTRY CASUALTY COMPANY**  
Stevens Point, Wisconsin

*William O'Reilly*  
Secretary

*James C. Burt*  
President



RENEWAL SUMMARY CERTIFICATE

POLICY NUMBER: 03-31496-01

NAMED INSURED AND MAILING ADDRESS

TEST

101 MAIN STREET

STEVENS POINT WI  
54481

Policy Period: From 01-01-05 To 01-01-06 at 12:01 AM Standard Time  
at your mailing address shown above.

COVERAGE	ESTIMATED ANNUAL PREMIUM
XXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$999999999999

In return for payment of the above premium which is based on rates in effect on the renewal date, we agree with you to renew this insurance for the period shown above subject to all the terms and conditions of the expiring policy, except as indicated below:

APPLICABLE FORM, ENDORSEMENTS, AND/OR SCHEDULE CHANGES:  
XX

-----  
Authorized Representative

This Renewal Summary Certificate together with the unchanged declarations pages, coverage forms and endorsements previously provided complete the above numbered policy.

All of the terms, conditions and exclusions of the previous policy period for the contract listed above shall apply for this renewal period unless otherwise specified.

NOTE: A complete copy of the above referenced policy is available on request.

80-2076 (Ed. 01/98)

TES 03-31496-01  
04-03-06



## EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

This endorsement modifies the insurance provided under the Commercial General Liability Coverage Part. With respect to coverage provided by this endorsement, the provisions of the Commercial General Liability Coverage Part apply unless modified by the endorsement.

A. The following is added to SECTION I - COVERAGES:

## COVERAGE D. EMPLOYEE BENEFITS LIABILITY

## 1. INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of an occurrence 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 occurrence and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in paragraph B. of this endorsement; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage D.

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 only to "damages" caused by an occurrence during the policy period. The occurrence must take place in the "coverage territory".
- c. With regard to Coverage D:
1. Occurrence means an error or omission in the "administration" of "employee benefits";
  2. Employee includes a person actively employed, formerly employed, on leave of absence or disabled, or retired;
  3. Employee does not include a "leased worker" or "temporary worker"; and
  4. The definition of "suit" is amended to include a civil proceeding in which "damages" because of an occurrence to which this insurance applies are alleged.
- d. "Damages" sustained by any one employee, including "damages" sustained by such employee's dependents and beneficiaries, as a result of a series of related errors or omissions shall be considered one occurrence.

CG 70 01 12 04



## EMPLOYEE BENEFITS LIABILITY ENDORSEMENT - CONTINUED

## 2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" or mental injury to any person, "property damage" or "personal and advertising injury".
- b. Liability assumed by the insured under any contract or agreement.
- c. Any claim for:
  - (1) Failure of performance of a contract by any insurer or other fiduciary entrusted with monies intended to fund "employee benefits";
  - (2) Insufficiency of funds to meet any obligations under any "employee benefits";
  - (3) Inadequacy of performance of investments, errors in providing information on past performance of investment vehicles or advice given with respect to participation;
  - (4) Your failure to establish any "employee benefits" in compliance with the mandatory provisions of any law governing workers' compensation, unemployment insurance, social security or disability benefits or any similar state or federal laws;
  - (5) Advice given to any person to participate or not to participate in any "employee benefits";
  - (6) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law;
  - (7) "Damages" arising out of wrongful termination of employment, discrimination, or other employment-related practices.
- d. Liability based on:
  - (1) Medical malpractice of any physician or surgeon;
  - (2) Dishonest, fraudulent, criminal, or malicious acts or omissions committed by any insured;
  - (3) The Employee Retirement Income Security Act of 1974 or any amendment thereof; or
  - (4) Circumstances of which you were aware, or should have been aware, at the inception of this insurance.
- e. Liability arising directly or indirectly out of:
  - (1) Any actual or alleged failure, malfunction or inadequacy of:

CG 70 01 12 04



EMPLOYEE BENEFITS LIABILITY ENDORSEMENT - CONTINUED

- (a) Any of the following, whether belonging to any insured or to others:
  - (i) Computer hardware, including microprocessors;
  - (ii) Computer application software;
  - (iii) Computer operating systems and related software;
  - (iv) Computer networks;
  - (v) Microprocessors (computer chips) not part of any computer system; or
  - (vi) Any other computerized or electronic equipment or components; or
- (b) Any other products, and any services, data or functions that directly use or rely upon, in any manner, any of the items listed in paragraph (1)(a) above

due to the inability to correctly recognize, process, distinguish, interpret or accept any calendar date or time of day.

- (2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph (1) above.

3. The Supplementary Payments provisions are extended to Coverage D.

B. Section III - Limits of Insurance, is amended as follows:

1. Paragraph 1. is replaced by the following:

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought;
  - c. Persons or organizations making claims or bringing "suits"; or
  - d. Benefits included in your "employee benefits".

2. Paragraph 2. is replaced by the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C.

CG 70 01 12 04



## EMPLOYEE BENEFITS LIABILITY ENDORSEMENT - CONTINUED

- b. Damages under Coverage A, except damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard";
  - c. Damages under Coverage B; and
  - d. "Damages" under Coverage D.
3. Paragraph 8. is added, as follows:
8. Subject to 2. above, the Each Employee Limit is the most we will pay under Coverage D. for all "damages" sustained by any one employee, including "damages" sustained by such employee's dependents and beneficiaries, because of any one occurrence.

## C. Deductible

- 1. Our obligation under Coverage D to pay "damages" on behalf of the insured applies only to the amount of "damages" in excess of any Each Employee deductible amount shown in the Declarations.
- 2. The deductible amount applies to all "damages" sustained by any one employee, including such employee's dependents and beneficiaries, because of any one occurrence.
- 3. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend the insured against "suits" seeking those "damages"; and
  - b. Your duties in the event of an occurrence, claim, or "suit" apply regardless of the application of the deductible amount.
- 4. 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 has been paid by us.

## D. COVERAGE D DEFINITIONS

- 1. "Administration" means:
  - a. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefits";
  - b. Interpreting "employee benefits";
  - c. Handling of records in connection with the "employee benefits"; or
  - d. Effecting, continuing or terminating any employee's participation in any benefit included in "employee benefits"by you or a person or organization authorized by you to perform such acts.

CG 70 01 12 04



## EMPLOYEE BENEFITS LIABILITY ENDORSEMENT - CONTINUED

However, "administration" does not include handling payroll deductions.

2. "Damages" means:
  - a. Those sums that the "Insured" is legally obligated to pay as a result of negligent errors or omissions to which this insurance applies. For the purpose of this coverage, "damages" does not include punitive or exemplary damages, requests for restitution, requests for injunctive or declarative relief including associated requests for costs or fees or any other costs, fees or penalties that are not insurable by law; or
  - b. Other costs, fees or penalties required to be paid by order of enforcement of any federal state or local statutes to the extent they are insurable by law.
3. "Employee Benefits" means:
  - a. Insurance programs for:
    - (1) Group Life;
    - (2) Group accident and health;
    - (3) Dental, vision and hearing plans;
    - (4) Flexible spending accounts;
    - (5) Workers' compensation;
    - (6) Unemployment; and
    - (7) Social security and disability benefits.
  - b. Group Plans for:
    - (1) Profit Sharing;
    - (2) Pension;
    - (3) Employee stock subscription;
    - (4) Employee savings plans; and
    - (5) Employee stock ownership plans
  - c. 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
  - d. Other similar employee benefits identified by separate endorsement.

The above plans must be provided by you and are applicable only to you and your employees.

CG 70 01 12 04



## MORTICIAN'S MALPRACTICE LIABILITY

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SECTION I - COVERAGES

The insurance provided by Coverage A is extended to apply to "mortician's malpractice," subject to the following additional provisions:

1. This insurance does not apply to:
  - a. Liability arising out of any dishonest, fraudulent, criminal or malicious act or omission of any insured;
  - b. Liability assumed by the insured under any contract or agreement;
  - c. Liability arising out of the ownership, maintenance or use of any "auto;" but this exclusion shall not apply to any "occurrence" resulting solely in mental anguish or mental injury, unaccompanied by "bodily injury;"
2. Under Coverage A of Section I, exclusion j. is amended as follows:

Paragraph (4) does not apply to urns, caskets, linings or fittings, casket cases, crypts, mausoleums or other facilities for the care or burial of a "deceased human body," belonging to others and in the care, custody or control of the insured, for the purpose of burying or caring for a "deceased human body;"
3. Special definitions:
  - a. "Bodily injury" means bodily injury, sickness or disease sustained by a person, mental anguish and mental injury, including death resulting from any of these at any time;
  - b. "Deceased human body" includes ashes of a deceased human body after legal cremation, and any part severed from a human body.
  - c. "Occurrence" means an event causing "bodily injury" or "property damage," liability for which is insured under this endorsement;
  - d. "Mortician's malpractice" means any professional error or mistake in the embalming, handling, disposition, burial, disinterment or removal of any "deceased human body" or any conduct of any memorial service by the insured, even though no "deceased human body" actually is present; or because of any injury to destruction of or interference with the right of burial of a "deceased human body."

CG 70 02 11 85



ENGINE REBUILDING AND OVERHAUL OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion 1. under paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, does not apply if "property damage" arises out of "engine rebuilding or overhaul operations" conducted by you or on your behalf.

Additional Definition: When used in reference to this insurance "engine rebuilding or overhaul operations" means repair of internal combustion engines or component parts of such engines owned by others if such repair involves the complete disassembly and reassembly of the engine or component part of the engine.

This insurance does not apply to "property damage" to engines or component parts of engines which are used in, or while in practice or preparation for, any prearranged racing, speed, demolition or stunting activity.

CG 70 03 08 99



## FELLOW EMPLOYEE BODILY INJURY

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2.a. of SECTION II - WHO IS AN INSURED is replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1) (a) or (b) above.

(2) "Bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partner or joint venture) or any member (if you are a limited liability company).

CG 70 04 12 04

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02-10-05  
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PREMIUM AUDIT ENDORSEMENT  
PLAN A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 5., Premium Audit, is replaced by the following:

5. Premium Audit.

- a. All premiums for the Coverage Part will be computed in accordance with our rules and rates.
- b. The premium shown in this Coverage Part is a deposit premium only.
- c. The first Named Insured must keep records of the information needed for premium computation, and on a send us copies, plus the corresponding premium payable.
- d. The deposit premium will be applied to the information sent for the final exceeds the earned premium, we will return the excess to the first Named Insured.

CG 70 06 11 85



DEDUCTIBLE LIABILITY INSURANCE  
(INCLUDING ALLOCATED LOSS ADJUSTMENT EXPENSES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused): -

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay "damages" on your behalf applies only to the amount of "damages" in excess of any deductible amounts stated in the Declarations as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. For the coverage affected and the amount and basis of your deductible, see the Declarations. The deductible amount stated in the Declarations applies as follows:
  - 1. PER CLAIM BASIS. If the deductible amount indicated in the Declarations is on a per claim basis, that deductible applies as follows:
    - a. Under Bodily Injury Liability Coverage, to all "damages" sustained by any one person because of "bodily injury";
    - b. Under Property Damage Liability Coverage, to all "damages" sustained by any one person because of "property damage"; or

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## DEDUCTIBLE LIABILITY INSURANCE - CONTINUED

c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all "damages" sustained by any one person because of:

- (1) "Bodily injury";
- (2) "Property damage"; or
- (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If "damages" are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such "damages".

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Declarations is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all "damages" because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all "damages" because of "property damage"; or
- c. Under Bodily Injury and/or Property Damage Liability Coverage Combined, to all "damages" because of:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence" regardless of the number of persons or organizations who sustain "damages" because of that "occurrence".

C. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suits" seeking those "damages"; and
2. Your duties in the event of an "occurrence", claim or "suit" 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 has been paid by us.

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## DEDUCTIBLE LIABILITY INSURANCE - CONTINUED

E. As used in this endorsement:

1. "Damages" means:

- a. Those sums that the insured becomes legally obligated to pay because of "bodily injury" or "property damage", and
- b. "Allocated loss adjustment expenses".

2. "Allocated loss adjustment expenses" means:

- a. Premiums or bonds paid for by us,
- b. Interest accruing after entry of a judgment against the insured;
- c. Expenses incurred in seeking recovery against a third party;
- d. Attorney's fees for a claim or "suit"; and
- e. Court and other specific items of expense such as:
  - . Medical examination to determine the extent of our liability;
  - . Expert medical or other testimony;
  - . Laboratory and x-ray;
  - . Autopsy;
  - . Stenographic;
  - . Witnesses and summonses; and
  - . Copies of documents.

F. "Allocated loss adjustment expenses" shall be divided between "bodily injury" and "property damage" in the same proportion that the "bodily injury" and "property damage" bears to the total "bodily injury" and "property damage" arising from "each occurrence".

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AMENDMENT OF COVERAGE TERRITORY - WORLDWIDE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 4. of the Definitions is replaced by the following:

4. "Coverage territory" means anywhere in the world.

B. The following is added to SECTION IV - CONDITIONS:

EXPANDED COVERAGE TERRITORY

1. If a "suit" to which this insurance applies is brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada, we will have the right but not the duty to defend the insured against such "suit".

In any such case in which we elect not to defend, the insured will at our option and under our supervision:

- a. Make or cause to be made such investigation and defense as are reasonably necessary; and
- b. To the extent possible, effect such settlement or settlements as we shall deem proper.

We will reimburse the insured, under Supplementary Payments, for the reasonable cost of such investigation and defense and, within the limits of liability, for the amounts of such authorized settlement.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

C. The following is added to paragraph 4.b. under the Conditions section:

4. OTHER INSURANCE

b. EXCESS INSURANCE

This insurance is excess over:

(3) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) If the insured's liability to pay damages is determined in a "suit" brought outside the United

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AMENDMENT OF COVERAGE TERRITORY - WORLDWIDE COVERAGE - CONTINUED

States of America (including its territories and possessions), Puerto Rico or Canada; or

- (b) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

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SPECIAL BROAD FORM  
GENERAL LIABILITY ENDORSEMENT

This endorsement modifies the insurance provided under the Commercial General Liability Coverage Part. With respect to coverage provided by this endorsement, the provisions of the Commercial General Liability Coverage Part apply unless modified by the endorsement.

## 1. COVERAGE D. EMPLOYEE BENEFITS LIABILITY

## A. The following is added to SECTION I - COVERAGES:

## 1. INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of an occurrence 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 occurrence and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for "damages" is limited as described in paragraph 5. h. of this endorsement; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage D.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 only to "damages" caused by an occurrence during the policy period. The occurrence must take place in the "coverage territory".
- c. With regard to Coverage D:
  - (1) Occurrence means an error or omission in the "administration" of "employee benefits";
  - (2) Employee includes a person actively employed, formerly employed, on leave of absence, disabled or retired;
  - (3) Employee does not include a "leased worker" or "temporary worker"; and
  - (4) The definition of "suit" is amended to include a civil proceeding in which "damages" because of an occurrence to which this insurance applies are alleged.
- d. "Damages" sustained by any one employee, including "damages" sustained by such employee's dependents and

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SPECIAL BROAD FORM  
GENERAL LIABILITY ENDORSEMENT - CONTINUED

beneficiaries, as a result of a series of related errors or omissions shall be considered one occurrence.

## 2. EXCLUSIONS

This insurance does not apply to:

- a. "Bodily injury" or mental injury to any person, "property damage" or "personal and advertising injury".
- b. Liability assumed by the insured under any contract or agreement.
- c. Any claim for:
  - (1) Failure of performance of a contract by any insurer or other fiduciary entrusted with monies intended to fund "employee benefits";
  - (2) Insufficiency of funds to meet any obligations under any "employee benefits";
  - (3) Inadequacy of performance of investments, errors in providing information on past performance of investment vehicles or advice given with respect to participation;
  - (4) Your failure to establish any "employee benefits" in compliance with the mandatory provisions of any law governing workers' compensation, unemployment insurance, social security or disability benefits or any similar state or federal law;
  - (5) Advice given to any person to participate or not to participate in any "employee benefits";
  - (6) Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law;
  - (7) "Damages" arising out of wrongful termination of employment, discrimination, or other employment-related practices.
- d. Liability based on:
  - (1) Medical malpractice of any physician or surgeon;
  - (2) Dishonest, fraudulent, criminal or malicious acts or omissions committed by any insured;
  - (3) The Employee Retirement Income Security Act of 1974 or any amendment thereof; or
  - (4) Circumstances of which you were aware, or should have been aware, at the inception of this insurance.

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SPECIAL BROAD FORM  
GENERAL LIABILITY ENDORSEMENT - CONTINUED

- e. Liability arising directly or indirectly out of:
- (1) Any actual or alleged failure, malfunction or inadequacy of:
    - (a) Any of the following, whether belonging to any insured or to others:
      - (i) Computer hardware, including microprocessors;
      - (ii) Computer application software;
      - (iii) Computer operating systems and related software;
      - (iv) Computer networks;
      - (v) Microprocessors (computer chips) not part of any computer system; or
      - (vi) Any other computerized or electronic equipment or components; or
    - (b) Any other products, and any services, data or functions that directly use or rely upon, in any manner, any of the items listed in paragraph (1)(a) above  
due to the inability to correctly recognize, process, distinguish, interpret or accept any calendar date or time of day.
  - (2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph (1) above.
3. The Supplementary Payments provisions are extended to Coverage D.

B. DEDUCTIBLE

1. Our obligation under Coverage D. to pay "damages" on behalf of the insured applies only to the amount of "damages" in excess of any Each Employee deductible amount shown in the Declarations.
2. The deductible amount applies to all "damages" sustained by any one employee, including such employee's dependents and beneficiaries, because of any one occurrence.

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SPECIAL BROAD FORM  
GENERAL LIABILITY ENDORSEMENT - CONTINUED

3. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend the insured against "suits" seeking those "damages"; and
  - b. Your duties in the event of an occurrence, claim or "suit"apply regardless of the application of the deductible amount.
4. 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 should promptly reimburse us for such part of the deductible amount as has been paid by us.

C. COVERAGE D DEFINITIONS

1. "Administration" means:
  - a. Providing information to employees, including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefits";
  - b. Interpreting "employee benefits";
  - c. Handling of records in connection with the "employee benefits"; or
  - d. Effecting, continuing or terminating any employee's participation in any benefit included in "employee benefits"

by you or a person or organization authorized by you to perform such acts.

However, "administration" does not include handling payroll deductions.

2. "Damages" means:
  - a. Those sums that the insured is legally obligated to pay as a result of negligent errors or omissions to which this insurance applies. For the purpose of this coverage, "damages" does not include punitive or exemplary damages, requests for restitution, requests for injunctive or declarative relief including associated requests for costs or fees or any other costs, fees or penalties that are not insurable by law; or
  - b. Other costs, fees or penalties required to be paid by order of enforcement of any federal, state or local statutes to the extent they are insurable by law.

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SPECIAL BROAD FORM  
GENERAL LIABILITY ENDORSEMENT - CONTINUED

3. "Employee benefits" means:
- a. Insurance programs for:
    - (1) Group Life;
    - (2) Group accident and health;
    - (3) Dental, vision and hearing plans;
    - (4) Flexible spending accounts;
    - (5) Workers' compensation;
    - (6) Unemployment; and
    - (7) Social security and disability benefits.
  - b. Group Plans for:
    - (1) Profit Sharing;
    - (2) Pension;
    - (3) Employee stock subscription;
    - (4) Employee savings plans; and
    - (5) Employee stock ownership plans;
  - c. 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
  - d. Other similar employee benefits identified by separate endorsement.

The above plans must be provided by you and are applicable to you and your employees.

2. BROADENED SUPPLEMENTARY PAYMENTS

Under SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- a. Paragraph 1.b. is amended to pay up to \$1,000 for cost of bail bonds; and
- b. Paragraph 1.d. is amended to pay for loss of earnings up to \$300 a day because of time off from work.

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SPECIAL BROAD FORM  
GENERAL LIABILITY ENDORSEMENT - CONTINUED

## 3. FELLOW EMPLOYEE BODILY INJURY

Paragraph 2.a. of SECTION II - WHO IS AN INSURED is replaced by the following:

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph (1)(a) above or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above.

(2) "Bodily injury or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

But, this does not apply to "bodily injury" arising out of nurses, emergency medical technicians or paramedics providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

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SPECIAL BROAD FORM  
GENERAL LIABILITY ENDORSEMENT - CONTINUED

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

4. WORLDWIDE COVERAGE TERRITORY

- a. Under SECTION V - DEFINITIONS, paragraph 4. is replaced by the following:

4. "Coverage territory" means anywhere in the world.

- b. The following is added to SECTION IV - CONDITIONS:

EXPANDED COVERAGE TERRITORY

- (1) If a "suit" to which this insurance applies is brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada, we will have the right but not the duty to defend the insured against such "suit".

In any such case in which we elect not to defend, the insured will at our option and under our supervision:

- (a) Make or cause to be made such investigation and defense as are reasonably necessary; and  
(b) To the extent possible, effect such settlement or settlements as we shall deem proper.

We will reimburse the insured, under Supplementary Payments, for the reasonable cost of such investigation and defense and, within the limits of liability, for the amounts of such authorized settlement.

- (2) All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- (3) Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.

- c. The following is added to Paragraph 4.b. under the Conditions section:

4. OTHER INSURANCE

b. EXCESS INSURANCE

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SPECIAL BROAD FORM  
GENERAL LIABILITY ENDORSEMENT - CONTINUED

This insurance is excess over:

(3) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(a) If the insured's liability to pay damages is determined in a "suit" brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

(b) That is coverage required by law, regulation or other governmental authority in a part of the "coverage territory" that is outside of the United States of America (including its territories and possessions), Puerto Rico or Canada.

## 5. GENERAL AGGREGATE LIMIT - THREE TIMES EACH OCCURRENCE LIMIT

SECTION III - LIMITS OF INSURANCE is replaced by the following:

a. The Limits of Insurance shown in the Declarations 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"; or
- (4) Benefits included in your "employee benefits".

b. The General Aggregate Limit, which is three times the Each Occurrence Limit, is the most we will pay for the sum of:

- (1) Medical expenses under Coverage C;
- (2) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- (3) Damages under Coverage B; and
- (4) "Damages" under Coverage D.

c. The Products - Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

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SPECIAL BROAD FORM  
GENERAL LIABILITY ENDORSEMENT - CONTINUED

- d. Subject to b. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- e. Subject to b. or c. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- (1) Damages under Coverage A; and
  - (2) Medical expenses under Coverage C
- because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- f. Subject to e. 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.
- g. Subject to e. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
- h. Subject to b. above, the Each Employee Limit is the most we will pay under Coverage D. for all "damages" sustained by any one employee, including "damages" sustained by such employee's dependents and beneficiaries, because of any one occurrence.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## 6. ENGINE REBUILDING AND OVERHAUL OPERATIONS

If this insurance applies to "property damage" included within the "products-completed operations hazard", the following exception is added to exclusion 1. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply if "property damage" arises from "engine rebuilding or overhaul operations" conducted by you or on your behalf.

"Engine rebuilding or overhaul operations" means repair of internal combustion engines or component parts of such engines owned by others if the repair involves the complete disassembly and reassembly of the engine or component part of the engine.

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SPECIAL BROAD FORM  
GENERAL LIABILITY ENDORSEMENT - CONTINUED

This insurance does not apply to "property damage" to engines or component parts of engines which are used in, or while in practice or preparation for, any prearranged racing, speed, demolition or stunting activity.

## 7. INCIDENTAL MEDICAL MALPRACTICE

- a. Under SECTION V - DEFINITIONS, the definition of "bodily injury" is amended to include injury arising out of the rendering or failure to render medical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.
- b. This insurance does not apply:
  - (1) If you are engaged in the business or occupation of providing medical services; or
  - (2) To liability assumed in a contract or agreement.

## 8. DAMAGE TO PREMISES RENTED TO YOU

- a. The final paragraph under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

Exclusions c., d., e. and g. through n. do not apply to damage 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 paragraph 5.f. of this endorsement.

This insurance does not apply to "property damage" (other than damage by fire) to premises rented to you for a period of 7 or fewer consecutive days.
- b. Except for damage arising out of fire, explosion or water discharge, our obligation under this coverage to pay for premises "property damage" on your behalf applies only to the amount of damages in excess of a \$5,000 per claim deductible. The deductible applies to all damages sustained by any one person or organization because of premises "property damage".

The terms of this insurance, including those with respect to:

  - (1) Our right and duty to defend the insured against any "suit" seeking damages to which this insurance applies; and
  - (2) Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

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GENERAL LIABILITY ENDORSEMENT - CONTINUED

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 has been paid by us.

## 9. EXTENDED MEDICAL PAYMENTS

SECTION I - COVERAGE C - MEDICAL PAYMENTS is extended to apply to medical expenses incurred and reported to us within three years of the date of the accident.

## 10. EXTENDED NON-OWNED WATERCRAFT

Paragraph (2)(a) of exclusion g. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended, substituting 51 feet for 26 feet.

## 11. MEDICAL PAYMENTS - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 8. Transfer of Rights of Recovery Against Others To Us is amended by the addition of the following:

We waive the right of recovery we may have because of payments we make for "bodily injury" under SECTION I - COVERAGE C - MEDICAL PAYMENTS.

## 12. AIRCRAFT CHARTERED WITH A CREW

The following is added to exclusion g. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft chartered with a crew by or on behalf of the insured.

This insurance is excess over any other valid and collectible aircraft insurance available to the insured, whether such insurance is primary, excess, contingent or on any other basis.

## 13. EXTENDED PROPERTY DAMAGE

Exclusion a. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## 14. HOSTILE FIRE - POLLUTION CLEAN UP

The following is added to Paragraph (2) of exclusion f. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

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SPECIAL BROAD FORM  
GENERAL LIABILITY ENDORSEMENT - CONTINUED

Subparagraphs (2)(a) and (b) do not apply to loss, cost or expense arising out of heat, smoke or fumes from a "hostile fire" covered under paragraph f. (1) above. A separate aggregate limit of \$25,000 is the most we will pay under this coverage for losses during the policy period.

The above provision does not apply if a Total Pollution Exclusion endorsement is a part of this Coverage Part.

## 15. NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3.a. of SECTION II - WHO IS AN INSURED is amended, substituting 180th day for 90th day.

## 16. BROAD KNOWLEDGE OF OCCURRENCE, CLAIM OR SUIT

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 2. Duties In The Event of Occurrence, Offense, Claim or Suit is amended by the addition of the following:

Knowledge of an "occurrence", offense, claim or "suit" by an agent or "employee" of any insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the named insured or receipt of the named insured, unless a partner, member, manager, "executive officer" or director shall have such knowledge or shall have received such demand, notice, summons or legal paper.

## 17. SOLD PREMISES PROPERTY DAMAGE

Exclusion j. (2) under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY does not apply.

## 18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added to Condition 6. Representations:

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny any coverage under this policy because of such oversight.

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EXCLUSION - OWNED SNOWMOBILE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages):

This insurance does not apply to "bodily injury" or "property damage" liability arising out of the operation or use of any snowmobile or trailer designed for use therewith

1. Owned or operated by or rented or loaned to any insured, or
2. Operated by any person in the course of his or her employment by any insured.

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## PRINTING AND GRAPHIC ARTS ERRORS AND OMISSIONS

This endorsement modifies the insurance provided under the Commercial General Liability Coverage Part. With respect to coverage provided by this endorsement, the provisions of the Commercial General Liability Coverage Part apply unless modified by the endorsement.

A. The following is added to SECTION I - COVERAGES

## COVERAGE E PRINTING AND GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY

## 1. INSURING AGREEMENT.

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of an occurrence 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 occurrence and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in paragraph 2. of this endorsement; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage E.

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 only to damages caused by an occurrence during the policy period. The occurrence must take place in the "coverage territory".
- c. Damages arising from loss of use of tangible property will be deemed to occur at the time of the occurrence that caused the loss of use.
- d. With regard to Coverage E:
  - (1) Occurrence means an act, error or omission in providing or failing to provide "printing and graphic arts services;" and
  - (2) The definition of "suit" is amended to include a civil proceeding in which damages because of an occurrence to which this insurance applies are alleged.

## 2. Exclusions.

- a. This insurance does not apply to damages arising from:
  - (1) "Bodily injury" or "personal and advertising injury".
  - (2) "Property damage" which is insured by Section I - Coverage A or would have been insured by Section I - Coverage A except for:

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## PRINTING AND GRAPHIC ARTS ERRORS AND OMISSIONS - CONTINUED

- (a) An endorsement excluding coverage; or
- (b) Exhaustion of the policy Limits of Insurance by payment of claims.
- (3) The ownership, maintenance, use or entrustment to others of any aircraft, "auto", "mobile equipment" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".
- (4) The correction, repair or replacement of:
  - (a) "Your product", arising out of such product or any part of such product; or
  - (b) "Your work", arising out of such work and included in the "products-completed operations hazard".

This exclusion does not apply to damages claimed for expense incurred for the recall of such product or work because of a known or suspected defect therein.

- (5) Cost guarantees, or estimates of probable costs or cost estimates being exceeded.
  - (6) Plagiarism.
  - (7) Any willful, dishonest, fraudulent, criminal or malicious act, error or omission.
  - (8) Discrimination.
  - (9) The insolvency or bankruptcy of the insured.
  - (10) A delay in or lack of performance by or on behalf of the insured of any contract or agreement.
  - (11) Any contest, lottery, game of chance or similar promotion.
  - (12) A violation or alleged violation of any federal or state securities act, statute or regulation.
- b. This insurance does not apply to damages arising directly or indirectly out of:
- (1) Any actual or alleged failure, malfunction or inadequacy of:
    - (a) Any of the following, whether belonging to any insured or to others:
      - (i) Computer hardware, including microprocessors;
      - (ii) Computer application software;

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PRINTING AND GRAPHIC ARTS ERRORS AND OMISSIONS - CONTINUED

- (iii) Computer operating systems and related software;
- (iv) Computer networks;
- (v) Microprocessors (computer chips) not part of any computer system; or
- (vi) Any other computerized or electronic equipment or components; or
- (b) Any other products, and any services, data or functions that directly use or rely upon, in any manner, any of the items listed in paragraph b.(1)(a) above

due to the inability to correctly recognize, process, distinguish, interpret or accept any calendar date or time of day.

- (2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph b.(1) above.

In addition, exclusion f. Pollution and j. Damage To Property of SECTION I - COVERAGE A also apply to SECTION I - COVERAGE E.

3. The Supplementary Payments provisions are extended to Coverage E.

B. The following is added to SECTION III - LIMITS OF INSURANCE:

The Printing and Graphic Arts Errors and Omissions Aggregate Limit shown in the Declarations is the most we will pay under Coverage E for the sum of all damages because of all occurrences during the policy period.

C. PER CLAIM DEDUCTIBLE

- 1. Our obligation under Coverage E to pay damages on your behalf applies only to the amount of damages in excess of any Printing and Graphic Arts Errors and Omissions deductible amount shown in the Declarations.
- 2. The deductible amount applies to all damages because of an act, error or omission sustained by one person or organization as a result of any one occurrence.
- 3. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend the insured against any "suit" seeking those damages; and
  - b. Your duties in the event of an occurrence, claim, or "suit" apply regardless of the application of the deductible amount.

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PRINTING AND GRAPHIC ARTS ERRORS AND OMISSIONS - CONTINUED

4. 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 has been paid by us.

D. ADDITIONAL DEFINITION

"Printing and graphic arts services" means those activities usual or incidental to the art or process of producing:

1. Designs, diagrams, drawings, engravings, illustrations, models, photographs and other images; or
2. Printed material

in the printing and graphic arts industries.

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## TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

## PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2. EXCLUSIONS of SECTION I - COVERAGES:

This insurance does not apply to:

1. "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
2. Any loss, cost or expense arising out of any:
  - a. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - b. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.
3. This Pollution Exclusion applies whether or not:
  - a. Such irritant or contaminant is "your product" or has any function in your business, operations, premises, site or location, or
  - b. The "bodily injury" or "property damage" arises from environmental damage or pollution of the environment, and this exclusion applies, for example and without limitation, from exposure to "pollutants" within a residential or commercial building or from discharges of "pollutants" from "your product".

"Pollutants" means any solid, liquid, gaseous, bacterial, viral, electromagnetic or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, acids, alkalis, harmful or toxic chemicals, fuels, motor oil, petroleum products, cleaning solvents, dry cleaning fluids, brake fluid, transmission fluid, antifreeze, exhaust gases, lead, lead paint, carbon monoxide, sewage, ink, toner, waste and fumes, including but not limited to welding fumes, paint fumes, and glue fumes.

Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

A substance does not lose its character of being a "pollutant" by virtue of having a useful function.

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CUSTOMERS' PATTERNS, DIES AND MOLDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exception is added to exclusion j. under paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages):

Paragraph (4) of this exclusion does not apply to physical injury to patterns, dies and molds that belong to your customers if the physical injury results from fire, smoke, explosion or water damage.

This exception does not apply to loss of use of any property resulting from the damaged patterns, dies and molds.

The amount we will pay for damages is limited as follows:

1. The value of customers' patterns, dies and molds replaced within two years after the date of loss or damage is replacement cost (without deduction for depreciation).
2. The value of customers patterns, dies and molds that are not replaced within two years is actual cash value.

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.

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## OPTIONAL PROPERTY DAMAGE

This endorsement modifies the insurance provided under the Commercial General Liability Coverage Part. With respect to coverage provided by this endorsement, the provisions of the Commercial General Liability Coverage Part apply unless modified by the endorsement.

## SCHEDULE

LIMIT OF LIABILITY	DEDUCTIBLE
\$5,000 Aggregate	\$100 Each Claim

(If no entry appears above, information to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. The following is added to SECTION I - COVERAGES.

## COVERAGE G. OPTIONAL PROPERTY DAMAGE

## a. INSURING AGREEMENT

- (1) We will pay damages because of "property damage" to property of others in the insured's care, custody or control. The "property damage" must:
  - (a) Be caused by an "occurrence";
  - (b) Occur during the policy period; and
  - (c) Result from operations which are performed away from the insured's premises but within the "coverage territory".
- (2) The amount we will pay for damages is limited as described in paragraph 2.a. of this endorsement.

## b. EXCLUSIONS

This insurance does not apply to "property damage":

- (1) To property
  - (a) Owned, rented or occupied by any insured, or
  - (b) Loaned to any insured.
- (2) For which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.
- (3) To "your product" or "your work".
- (4) Arising out of work performed on your behalf by a sub-contractor.
- (5) Expected or intended from the standpoint of the insured.
- (6) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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## OPTIONAL PROPERTY DAMAGE - CONTINUED

## 2. LIMIT OF INSURANCE AND DEDUCTIBLE

## a. The following is added to SECTION III - LIMITS OF INSURANCE:

The Optional Property Damage Aggregate Limit shown in the endorsement Schedule is the most we will pay under Coverage G for the sum of all damages because of all "property damage" during the policy period.

## b. DEDUCTIBLE (Per Claim Basis)

- (1) Our obligation under Coverage G to pay damages on behalf of the insured applies only to the amount of damages in excess of any Optional Property Damage deductible amount shown in the endorsement schedule.
- (2) The deductible amount applies to all damages sustained by any one person because of "property damage" as the result of any one "occurrence".
- (3) Your duties in the event of an "occurrence" or claim apply irrespective of the application of the deductible amount.
- (4) We may pay any part or all of the deductible amount to effect settlement of any claim and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## 3. CONDITION AMENDMENTS

## a. Condition 2. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT is amended to include the following:

In the event of loss, at our request you shall replace the property or furnish the labor and materials necessary for repairs at your actual cost, excluding any profit or overhead charges. Any property you replaced shall become our property.

## b. Condition 4. OTHER INSURANCE is amended to include the following:

If other valid and collectible insurance is available to the insured for a loss we cover under Coverage G, this insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.

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## MANUFACTURER'S ERRORS AND OMISSIONS

This endorsement modifies the insurance provided under the Commercial General Liability Coverage Part. With respect to coverage provided by this endorsement, the provisions of the Commercial General Liability Coverage Part apply unless modified by the endorsement.

## SCHEDULE

LIMIT OF LIABILITY	PARTICIPATION	DEDUCTIBLE
\$9,999,999 Each Occurrence \$9,999,999 Aggregate	999%	\$9,999,999 Per Occurrence

(If no entry appears above, information to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to SECTION I - COVERAGES.

## COVERAGE H. MANUFACTURER'S ERRORS AND OMISSIONS

## 1. INSURING AGREEMENT

a. We will pay those sums that the insured becomes legally obligated to pay as damages for the repair or replacement of "defective products" because of an occurrence 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 occurrence and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in paragraph B. of this endorsement; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage H.

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 only to:

- (1) Damages caused by an occurrence during the policy period and
- (2) "Defective products" discovered by the customer within 180 days of receipt of the "defective product".

The occurrence must take place in the "coverage territory."

c. With regard to Coverage H:

- (1) Occurrence means an error or omission in the manufacturing of products in accordance with your customer's "written specifications"; and

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## MANUFACTURER'S ERRORS AND OMISSIONS - CONTINUED

(2) The definition of "suit" is amended to include a civil proceeding in which damages because of an occurrence to which this insurance applies are alleged.

d. The Supplementary Payments provisions are extended to Coverage H.

## 2. EXCLUSIONS

a. This insurance does not apply to damages or costs arising out of:

(1) Loss of use of any property resulting from the insured's "defective product".

(2) Failure to manufacture or distribute a product on a timely basis.

(3) Defects in your products which were known to any insured or reasonably foreseeable by any insured prior to the date of actual delivery of the product to your customer.

(4) Any change in your product after it leaves your physical possession.

(5) "Bodily injury", "property damage" or "personal and advertising injury".

(6) An insured's willful, dishonest, fraudulent, criminal or malicious act, error or omission.

(7) Any claim by any Named Insured against another Named Insured.

(8) Withdrawal or recall of "defective products" from the market or from use.

(9) Disposal of "defective products".

(10) Distribution of replacement products or the redistribution of repaired products.

b. This insurance does not apply to damages and costs arising directly or indirectly out of:

(1) Any actual or alleged failure, malfunction or inadequacy of:

(a) Any of the following, whether belonging to any insured or to others:

(i) Computer hardware, including microprocessors;

(ii) Computer application software;

(iii) Computer operating systems and related software;

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## MANUFACTURER'S ERRORS AND OMISSIONS - CONTINUED

- (iv) Computer networks;
  - (v) Microprocessors (computer chips) not part of any computer system; or
  - (vi) Any other computerized or electronic equipment or components;
- (b) Any other products, and any services, data or functions that directly use or rely upon, in any manner, any of the items listed in paragraph (1)(a.) above
- due to the inability to correctly recognize, process, distinguish, interpret or accept any calendar date or time of day.
- (2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph (1) of this endorsement.

## B. LIMIT OF INSURANCE, DEDUCTIBLE AND PARTICIPATION

For the purposes of Limit, Deductible and Participation application, all damages arising from the repair or replacement of the same "defective products" shall be deemed to occur at the time of the initial failure to comply with customer "written specifications".

1. The following is added to SECTION III - LIMITS OF INSURANCE:
  - a. The Manufacturer's Errors and Omissions Aggregate Limit shown in the endorsement Schedule is the most we will pay for the sum of all damages under Coverage H.
  - b. Subject to a. above, the Manufacturer's Errors and Omissions Each Occurrence Limit shown in the endorsement Schedule is the most we will pay under Coverage H for all damages arising out of any one occurrence.
2. DEDUCTIBLE (PER OCCURRENCE BASIS)
  - a. Our obligation under Coverage H to pay damages on behalf of the insured applies only to the amount of damages in excess of any Manufacturer's Errors and Omissions deductible amount shown in the endorsement Schedule.
  - b. The deductible amount applies to all damages because of product repair or replacement resulting from any one occurrence regardless of the number of persons or organizations who sustain damages because of that occurrence.
  - c. Your duties in the event of an occurrence 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 and upon notification of the action

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MANUFACTURER'S ERRORS AND OMISSIONS - CONTINUED

taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

3. PARTICIPATION

After the application of the deductible, we shall not be liable for a greater proportion of damages incurred than the difference between your Manufacturer's Errors and Omissions participation shown in the endorsement schedule and 100%.

C. CONDITION AMENDMENT

Condition 2. Duties In the Event of Occurrence, Offense, Claim or Suit is amended to include the following:

1. In the event of an occurrence which may result in a claim, your notice to us must include a copy of the pertinent product "written specifications".
2. In the event of loss, at our request you shall replace the "defective product" or furnish the labor and materials necessary for repairs at your actual cost, excluding any profit or overhead charges.

D. ADDITIONAL DEFINITIONS

The following is added to SECTION V - DEFINITIONS:

1. "Defective products" mean products which do not conform to the "written specifications" of the customer.
2. "Written specifications" mean prior written specifications as to quality, type or grade of products.

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PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT  
(INCLUDING PRODUCT RETROFIT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

	LIMITS OF INSURANCE
Aggregate Limit	\$
Deductible Amount Per Product Withdrawal	\$
Participation Percentage Per Product Withdrawal	%
Cut-Off Date	

A. The following is added to SECTION I - COVERAGES:

SECTION I - PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. INSURING AGREEMENT

- a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.  
  
The amount of such reimbursement is limited as described in Section III - Limits Of Insurance. No other obligation or liability to pay sums or perform acts or services is covered.
- b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:
  - (1) You determine that the "product withdrawal" is necessary; or
  - (2) An authorized government entity has ordered you to conduct a "product withdrawal".
- c. We will reimburse "product withdrawal expenses" only if:
  - (1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;
  - (2) The expenses are reported to us within one year of the date the expenses were incurred; and
  - (3) The product that is the subject of the "product withdrawal" was produced after the Cut-Off Date designated in the Schedule.

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PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT  
(INCLUDING PRODUCT RETROFIT) - CONTINUED

- d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:
- (1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or
  - (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".
- e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

## 2. EXCLUSIONS

- a. This insurance does not apply to "product withdrawal expenses" arising out of:
- (1) BREACH OF WARRANTY AND FAILURE TO CONFORM TO INTENDED PURPOSE  
Any "product withdrawal" initiated due to the failure of "your product" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".
  - (2) INFRINGEMENT OF COPYRIGHT, PATENT, TRADE SECRET, TRADE DRESS OR TRADEMARK  
Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.
  - (3) DETERIORATION, DECOMPOSITION OR CHEMICAL TRANSFORMATION  
Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:
    - (a) An error in manufacturing, design, or processing;
    - (b) Transportation of "your product"; or
    - (c) "Product tampering".

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PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT  
(INCLUDING PRODUCT RETROFIT) - CONTINUED

- (4) GOODWILL, MARKET SHARE, REVENUE, PROFIT OR REDESIGN  
The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".
- (5) EXPIRATION OF SHELF LIFE  
Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".
- (6) KNOWN DEFECT  
A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.
- (7) OTHERWISE EXCLUDED PRODUCTS  
A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.
- (8) GOVERNMENTAL BAN  
A recall when "your product" or a component contained within "your product" has been:
- (a) Banned from the market by an authorized government entity prior to the policy period; or
  - (b) Distributed or sold by you subsequent to any governmental ban.
- (9) DEFENSE OF CLAIM  
The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".
- (10) THIRD PARTY DAMAGES, FINES AND PENALTIES  
Any compensatory damages, fines, penalties, punitive or exemplary or other noncompensatory damages imposed upon the insured.
- (11) POLLUTION-RELATED EXPENSES  
Any loss, cost or expense due to any:
- (a) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of "pollutants"; or

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PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT  
(INCLUDING PRODUCT RETROFIT) - CONTINUED

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying or neutralizing, or in any way, responding to, or assessing the effects of, "pollutants".
  - (12) The "retrofit" of "your products" which have never left your control or possession.
  - b. This insurance does not apply to "product withdrawal expenses" you incur because of "defects" arising directly or indirectly out of:
    - (1) Any actual or alleged failure, malfunction or inadequacy of:
      - (a) Any of the following, whether belonging to any insured or to others:
        - (i) Computer hardware, including microprocessors;
        - (ii) Computer application software;
        - (iii) Computer operating systems and related software;
        - (iv) Computer networks;
        - (v) Microprocessors (computer chips) not part of any computer system; or
        - (vi) Any other computerized or electronic equipment or components; or
      - (b) Any other products, and any other services, data or functions that directly use or rely upon, in any manner, any of the items listed in paragraph (1)(a.) above
- due to the inability to correctly recognize, process, distinguish, interpret or accept any calendar date or time of day.
- (2) Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in paragraph b. (1) above.

B. For the purposes of this endorsement, SECTION III - LIMITS OF INSURANCE is replaced by the following:

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

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PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT  
(INCLUDING PRODUCT RETROFIT) - CONTINUED

- a. Insureds;
  - b. "Product withdrawals" initiated; or
  - c. Number of "your products" withdrawn.
2. The Aggregate Limit is the most we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period.
3. DEDUCTIBLE AND PARTICIPATION PERCENTAGE PROVISIONS

## a. DEDUCTIBLE

We will only pay for the amount of "product withdrawal expenses" which are in excess of the deductible amount, if any, shown in the Schedule of this endorsement. The deductible applies separately to each "product withdrawal". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

## b. PARTICIPATION PERCENTAGE

If a Participation Percentage is indicated in the Schedule of this endorsement, the following provision applies:

You agree to participate in the payment of "product withdrawal expenses" which are in excess of the Deductible, to the extent of the Participation Percentage indicated in the Declarations. The Participation Percentage will apply separately to each "product withdrawal".

You also agree that the cost of your participation in the loss will be borne entirely by you when due and you will not obtain insurance to cover it.

The Limits of Insurance of Product Withdrawal Expense Coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- C. For the purposes of this endorsement, the DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT CONDITION under SECTION IV - CONDITIONS is replaced by the following:

## 2. DUTIES IN THE EVENT OF A "DEFECT" OR A "PRODUCT WITHDRAWAL"

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PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT  
(INCLUDING PRODUCT RETROFIT) - CONTINUED

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
  - (1) How, when and where the "defect" was discovered;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".
- b. If a "product withdrawal" is initiated, you must:
  - (1) Immediately record the specifics of the "product withdrawal" and the date it was initiated; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.
- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".
- d. You and any other involved insured must:
  - (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
  - (2) Authorize us to obtain records and other information; and
  - (3) Cooperate with us in our investigation of the "product withdrawal".

D. For the purposes of this endorsement, the following condition is added to SECTION IV - CONDITIONS:

CONCEALMENT OR FRAUD

We will not provide coverage under Section I of this endorsement to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or
2. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you under Section I of this endorsement.

E. The following definitions are added to the DEFINITIONS Section:

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PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT  
(INCLUDING PRODUCT RETROFIT) - CONTINUED

1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
2. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
3. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

For the purposes of this insurance, "electronic data" is not tangible property.

4. "Product withdrawal" means:
  - a. The recall or withdrawal from the market or from use by any other person or organization; or
  - b. The "retrofit" of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".
5. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

For the purposes of this insurance, "electronic data" is not tangible property.

- a. Costs of notification;
- b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- c. Costs of overtime paid to your regular nonsalaried employees and costs incurred by your employees, including costs of transportation and accommodations;
- d. Costs of computer time;
- e. Costs of hiring independent contractors and other temporary employees;

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PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT  
(INCLUDING PRODUCT RETROFIT) - CONTINUED

- f. Costs of transportation, shipping or packaging;
- g. Costs of warehouse or storage space; or
- h. Costs of proper disposal of "your products", or products that contain "your products", that can not be reused, not exceeding your purchase price or your cost to produce the products.

"Product withdrawal expenses" related to "retrofit" shall not exceed your original purchase price of the product or your original cost to produce the product.

"Product withdrawal expenses" do not include the cost of the withdrawn or recalled or "retrofitted" product.

- 6. "Profit" means the positive gain from business operation after subtracting for all expenses.
- 7. "Retrofit" means to furnish "your product" with new parts or equipment not included at the time of manufacture.

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CONTRACTUAL LIABILITY - SPECIFIC CONTRACT EXCLUDED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

PERSON OR ORGANIZATION:

Under SECTION V - DEFINITIONS, paragraph 9. "insured contract" does not include that part of any contract or agreement, under which you assume the tort liability of the person or organization shown in the schedule, to pay for "bodily injury" or "property damage" to a third person or organization.

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GUARANTEED PREMIUM

DESIGNATED GENERAL LIABILITY CLASSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Under COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV), paragraphs b. and c. of 5. Premium Audit are amended as follows for the General Liability classifications scheduled below.

- b. The premium attributable to the classes shown in the following schedule is not a deposit premium and is not subject to change. The amount scheduled is the predetermined earned premium for the designated class for the policy period.

CLASS	DESCRIPTION	PRODUCTS PREMIUM	PREMISES PREMIUM
-----	-----	-----	-----
99999		999999999	

- c. The first Named Insured must keep records of the information we need to compute the premium for the scheduled classes and provide it to us at such times as we may request.

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SUPPLEMENTAL REPORTING PERIOD ENDORSEMENT

(PRODUCTS AND COMPLETED OPERATIONS HAZARD)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

A Supplemental Reporting Period is added. It applies only to "bodily injury" or "property damage" included within the "products and completed operations hazard". It does not extend the policy period or change the scope of the products and completed operations coverage provided.

Supplemental Reporting Period

"Bodily injury" or "property damage" which occurred on or after 09-09-09 and before 09-09-09 will be deemed to have occurred during the policy period of this insurance, provided that neither you, your "executive officers" nor your risk manager had any knowledge or, through the use of reasonable diligence, should have had knowledge of the "bodily injury" or "property damage" prior to 09-09-09.

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SUPPLEMENTAL REPORTING PERIOD ENDORSEMENT

(COVERAGE A. AND COVERAGE B.)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A Supplemental Reporting Period is added. It applies to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY. It does not extend the policy period or change the coverage provided by COVERAGES A. AND B.

SUPPLEMENTAL REPORTING PERIOD

COVERAGE A.

"Bodily injury" or "property damage" which occurred on or after 99-99-99 and before 99-99-99 will be deemed to have occurred during the policy period of this insurance, provided that neither you, your "executive officers" nor your risk manager had any knowledge or, through the use of reasonable diligence, should have had knowledge of the "bodily injury" or "property damage" prior to 99-99-99.

COVERAGE B.

"Personal and advertising injury" caused by an offense on or after 99-99-99 and before 99-99-99 will be deemed to have been caused by an offense during the policy period of this insurance, provided that neither you, your "executive officers" nor your risk manager had any knowledge or, through the use of reasonable diligence, should have had knowledge of the "personal and advertising injury" prior to 99-99-99.

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SELF-INSURED RETENTION  
(INCLUDING ALLOCATED LOSS ADJUSTMENT EXPENSE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

ENDORSEMENT APPLICATION. The information required to complete this endorsement, including any limitation on its application, is shown in the Declarations. If no limitation is shown, any Retained Amount applies to all damages and "allocated loss adjustment expenses", however caused.

1. Our obligation to pay damages and Supplementary Payments on your behalf applies only to the amount in excess of any Retained Amount stated by Coverage in the Declarations.
  2. Any scheduled Retained Amount applies to damages paid and "allocated loss adjustment expenses".
  3. Only payments which, except for the amount thereof, would otherwise have been covered by this policy shall deplete any Retained Amount stated in the Declarations.
  4. Any Retained Amount stated in the Declarations applies as follows:
    - a. AGGREGATE RETAINED AMOUNT. An Aggregate Retained Amount is the most you will retain for the sum of all damages and "allocated loss adjustment expenses" you incur during the policy period.
    - b. PER OCCURRENCE RETAINED AMOUNT. Subject to an applicable Aggregate Retained Amount, a Per Occurrence Retained Amount is the most you will retain for all damages and "allocated loss adjustment expenses" you incur as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
    - c. PER CLAIM RETAINED AMOUNT. Subject to an applicable Per Occurrence Retained Amount, a Per Claim Retained Amount is the most you will retain for all damages and "allocated loss adjustment expenses" sustained by any one person in any one "occurrence".
- If any Retained Amount applies to Coverage B. Personal Injury and Advertising Injury, as used in this endorsement, the term "occurrence" shall include an offense causing "personal and advertising injury".
5. In the event of an "occurrence", claim or "suit" likely to involve this insurance and subject to any Retained Amount, your duties and our defense obligations are amended as follows:

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## SELF-INSURED RETENTION - CONTINUED

## a. YOUR DUTIES.

- (1) It is your duty to investigate or settle claims or defend "suits" which are subject to any Retained Amount.
- (2) You must give us prompt notice of any "occurrence", claim or "suit" which in your reasonable judgment, taking into account anticipated "allocated loss adjustment expenses", may result in payments equal to or exceeding 50% of any Retained Amount.
- (3) You must not make a voluntary settlement in excess of any Retained Amount without our written consent.
- (4) Periodically, as requested by us, you must report all "occurrences", claims or "suits". The report must include:
  - (a) How, when and where the "occurrence" took place;
  - (b) The names and addresses of any injured persons;
  - (c) The nature and location of any injury or damage arising from the "occurrence";
  - (d) The amount of damages paid or anticipated, including "allocated loss adjustment expense"; and
  - (e) The recovery of any amount you had to pay.

This reporting requirement shall continue as long as there are open or pending claims covered by this insurance.

## b. OUR RIGHTS.

- (1) We shall have the right, but not the duty, to associate with you at our own expense in the investigation and settlement of any claim or the defense of any "suit".
- (2) We may, at our option, assume control of the investigation and settlement of any claim or the defense of any "suit" which in our judgment may result in payments exceeding any Retained Amount stated in the Declarations.
- (3) In the event you elect not to appeal a judgment, we may elect to make such appeal at our own expense. But, in no event shall the total limit of our liability, exclusive of the expense related to such appeal, exceed the limit of liability set forth in the Declarations.

6. Your bankruptcy, insolvency or refusal or inability to pay shall not relieve you of your duties and obligations under this endorsement. If you fail to fulfill your retained financial obligation, this insurance still applies, but we will pay only to the extent that we would have paid had you met your retained financial obligation.

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## SELF-INSURED RETENTION - CONTINUED

7. Under Section IV - Definitions, the following is added to Condition 8. Transfer of Rights of Recovery Against Others to Us.

Any amount recovered, after deducting our recovery expenses, will first be used to reduce our payment. Then, we will pay the balance to you.

8. As used in this endorsement, "allocated loss adjustment expenses" means:
- a. The cost of bonds;
  - b. Prejudgment interest awarded against the insured;
  - c. Interest accruing after entry of a judgment against the insured;
  - d. Expenses incurred in seeking recovery against a third party;
  - e. Attorney's fees for a claim or "suit";
  - f. Third party claim administrator investigation, adjustment and legal expenses pertaining to a specific claim or "suit"; and
  - g. Court and other specific items of expense such as:
    - (1) Medical examination to determine the extent of injury;
    - (2) Expert medical or other testimony;
    - (3) Laboratory and x-ray;
    - (4) Autopsy;
    - (5) Stenographic;
    - (6) Witnesses and summonses; and
    - (7) Copies of documents.

"Allocated loss adjustment expenses" does not include:

- a. General, unallocated claim service or administration fees, as opposed to claim investigation, adjustment and legal expenses pertaining to a specific loss or "suit", you pay to a third party claim administrator; and
- b. Salaries, overhead and traveling expenses of your "employees".

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PRIMARY/NONCONTRIBUTORY INSURANCE  
(ADDITIONAL INSUREDS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following replaces paragraph a. of Condition 4. Other Insurance of the COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

a. Primary Insurance

This insurance is primary except when b. below applies. If required by written contract, agreement or permit, and b. below does not apply, the insurance provided to Additional Insureds named in this policy is primary to and noncontributory with any valid and collectible insurance available to the Additional Insureds. 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 c. below. All other policy provisions, not in conflict herewith, apply.

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ADDITIONAL CONDITION - TWO OR MORE POLICIES ISSUED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy.

This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

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EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I  
- COVERAGES - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This insurance does not apply to:

1. "Bodily injury" or "property damage" caused in whole or in part by the actual, alleged or threatened:
  - a. Inhalation of, ingestion of, or physical exposure to "asbestos";
  - b. Use of "asbestos" in construction or manufacture of any goods, products or structures;
  - c. Removal of "asbestos" from any goods, products or structures;
  - d. Manufacture, sale, transport, storage or disposal of "asbestos";  
or
  - e. Discharge, dispersal, seepage, migration, release or escape of "asbestos".
2. Any loss, cost or expense arising out of any:
  - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "asbestos"; or
  - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "asbestos".

As used herein, "asbestos" means not only the natural fibrous mineral forms of impure magnesium silicate, but also any material, good, product or structure of which it is a part.

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CHANGES - POLLUTION LIABILITY

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. POLLUTION EXCLUSION AMENDMENT

The following is added to Subparagraph f., Pollution of Paragraph 2., EXCLUSIONS of BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE (SECTION I - COVERAGES) or to any amendment to or replacement thereof:

This Pollution Exclusion applies whether or not:

- a. Such irritant or contaminant has any function in your business, operations, premises, site or location, or
- b. The "bodily injury" or "property damage" arises from environmental damage or pollution of the environment, and this exclusion applies to "bodily injury" or "property damage" resulting, for example and without limitation, from exposure to "pollutants" within a residential or commercial building.

2. POLLUTANTS REDEFINED

The definition of "pollutants" in SECTION V - DEFINITIONS is replaced by the following:

"Pollutants" means any solid, liquid, gaseous, bacterial, viral, electromagnetic or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, acids, alkalis, harmful or toxic chemicals, fuels, motor oil, petroleum products, cleaning solvents, dry cleaning fluids, brake fluid, transmission fluid, antifreeze, exhaust gases, lead, lead paint, carbon monoxide, sewage, waste and fumes, including but not limited to welding fumes, paint fumes, and glue fumes.

Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

A substance does not lose its character of being a "pollutant" by virtue of having a useful function.

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CHANGES - POLLUTION LIABILITY

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

1. POLLUTION EXCLUSION AMENDMENT

The following is added to Subparagraph j., Pollution of Paragraph 2., EXCLUSIONS of BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE (SECTION I - COVERAGES) or to any amendment to or replacement thereof:

This Pollution Exclusion applies whether or not:

- a. Such irritant or contaminant has any function in your business, operations, premises, site or location, or
- b. The "bodily injury" or "property damage" arises from environmental damage or pollution of the environment, and this exclusion applies to "bodily injury" or "property damage" resulting, for example and without limitation, from exposure to "pollutants" within a residential or commercial building.

2. POLLUTANTS REDEFINED

The definition of "pollutants" in SECTION V - DEFINITIONS is replaced by the following:

"Pollutants" means any solid, liquid, gaseous, bacterial, viral, electromagnetic or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, acids, alkalis, harmful or toxic chemicals, fuels, motor oil, petroleum products, cleaning solvents, dry cleaning fluids, brake fluid, transmission fluid, antifreeze, exhaust gases, lead, lead paint, carbon monoxide, sewage, waste and fumes, including but not limited to welding fumes, paint fumes, and glue fumes.

Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

A substance does not lose its character of being a "pollutant" by virtue of having a useful function.

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CHANGES - POLLUTION LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. POLLUTION EXCLUSION AMENDMENT

The following is added to Subparagraph f. Pollution of Paragraph 2., EXCLUSIONS of BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE (SECTION I - COVERAGES) and to Paragraph 2. EXCLUSIONS OF PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE (SECTION I - COVERAGES) or to any amendment to or replacement thereof:

This Pollution Exclusion applies whether or not:

- a. Such irritant or contaminant has any function in your business, operations, premises, site or location, or
- b. The "bodily injury", "property damage" or "personal and advertising injury" arises from environmental damage or pollution of the environment, and this exclusion applies to "bodily injury", "property damage" or "personal and advertising injury" resulting, for example and without limitation, from exposure to "pollutants" within a residential or commercial building.

2. POLLUTANTS REDEFINED

The definition of "pollutants" in SECTION V - DEFINITIONS is replaced by the following:

"Pollutants" means any solid, liquid, gaseous, bacterial, viral, electromagnetic or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, acids, alkalis, harmful or toxic chemicals, fuels, motor oil, petroleum products, cleaning solvents, dry cleaning fluids, brake fluid, transmission fluid, antifreeze, exhaust gases, lead, lead paint, carbon monoxide, asbestos, silica, sewage, waste and fumes, including but not limited to welding fumes, paint fumes, and glue fumes.

Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

A substance does not lose its character of being a "pollutant" by virtue of having a useful function.

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TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion f. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

This insurance does not apply to:

f. POLLUTION

- (1) "Bodily injury" or property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- (3) This Pollution Exclusion applies whether or not:
  - (a) Such irritant or contaminant has any function in your business, operations, premises, site or location, or
  - (b) The "bodily injury" or "property damage" arises from environmental damage or pollution of the environment, and this exclusion applies, for example and without limitation, from exposure to "pollutants" within a residential or commercial building or from discharges of "pollutants" from "your product".

- B. The definition of "pollutants" in SECTION V - DEFINITIONS is replaced by the following:

"Pollutants" means any solid, liquid, gaseous, bacterial, viral, electromagnetic or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, acids, alkalis, harmful or toxic chemicals, fuels, motor oil, petroleum products, cleaning solvents, dry cleaning fluids, brake fluid, transmission fluid, antifreeze, exhaust gases, lead, lead paint, carbon monoxide, sewage, ink, waste and fumes, including but not limited to welding fumes, paint fumes, and glue fumes.

Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.

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TOTAL POLLUTION EXCLUSION ENDORSEMENT - CONTINUED

A substance does not lose its character of being a "pollutant" by virtue of having a useful function.

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TOTAL POLLUTION EXCLUSION WITH A BUILDING  
HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT  
EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion f. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

This insurance does not apply to:

f. POLLUTION

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guest; or

- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

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TOTAL POLLUTION EXCLUSION WITH A BUILDING  
HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT  
EXCEPTION AND A HOSTILE FIRE EXCEPTION - CONTINUED

neutralizing, or in any way responding to, or assessing  
the effects of, "pollutants".

(3) This Pollution Exclusion applies whether or not:

- (a) Such irritant or contaminant has any function in your  
business, operations, premises, site or location, or
- (b) The "bodily injury" or "property damage" arises from  
environmental damage or pollution of the environment, and  
this exclusion applies, for example and without  
limitation, from exposure to "pollutants" within a  
residential or commercial building or from discharges of  
"pollutants" from "your product".

B. The definition of "pollutants" in SECTION V - DEFINITIONS is replaced  
by the following:

"Pollutants" means any solid, liquid, gaseous, bacterial, viral,  
electromagnetic or thermal irritant or contaminant, including, but  
not limited to, smoke, vapor, soot, acids, alkalis, harmful or toxic  
chemicals, fuels, motor oil, petroleum products, cleaning solvents,  
dry cleaning fluids, brake fluid, transmission fluid, antifreeze,  
exhaust gases, lead, lead paint, carbon monoxide, sewage, ink, toner,  
waste and fumes, including but not limited to welding fumes, paint  
fumes, and glue fumes.

Waste includes, but is not limited to, material to be recycled,  
reconditioned or reclaimed.

A substance does not lose its character of being a "pollutant" by  
virtue of having a useful function.

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TOTAL POLLUTION EXCLUSION  
WITH A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion f. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

This insurance does not apply to:

f. POLLUTION

- (1) "Bodily injury" or property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- (b) At any premises, site or location on which any insured or any contractors or subcontracts working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of "pollutants".
- (2) Any loss, cost or expenses arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- (3) This Pollution Exclusion applies whether or not:
- (a) Such irritant or contaminant has any function in your business, operations, premises, site or location, or
- (b) The "bodily injury" or "property damage" arises from environmental damage or pollution of the environment, and this exclusion applies, for example and without limitation, from exposure to "pollutants" within a

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TOTAL POLLUTION EXCLUSION  
WITH A HOSTILE FIRE EXCEPTION - CONTINUED

residential or commercial building or from discharges of  
"pollutants" from "your product".

- B. The definition of "pollutants" in SECTION V - DEFINITIONS is replaced  
by the following:

"Pollutants" means any solid, liquid, gaseous, bacterial, viral,  
electromagnetic or thermal irritant or contaminant, including, but  
not limited to, smoke, vapor, soot, acids, alkalis, harmful or toxic  
chemicals, fuels, motor oil, petroleum products, cleaning solvents,  
dry cleaning fluids, brake fluid, transmission fluid, antifreeze,  
exhaust gases, lead, lead paint, carbon monoxide, sewage, ink, waste  
and fumes, including but not limited to welding fumes, paint fumes,  
and glue fumes.

Waste includes, but is not limited to, material to be recycled,  
reconditioned or reclaimed.

A substance does not lose its character of being a "pollutant" by  
virtue of having a useful function.

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EXCLUSION - ALL HAZARDS INSURED ON A SPECIFIED POLICY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Insurance Carrier  
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Policy Number  
9999999999

The following exclusions are added to Paragraph 2., EXCLUSIONS of SECTION I COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Paragraph 2., EXCLUSIONS of SECTION I COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the following liability exposures which are insured by the policy shown in the above schedule or would have been so insured if not for exhaustion of the scheduled policy's limit of liability:

1. The ownership, maintenance or use of premises, or any property located on such premises;
2. Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
3. Goods or products manufactured at or distributed from those premises.

CG 80 08 12 04



EARLIER NOTICE OF CANCELLATION AND NON-RENEWAL  
PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days Notice: 999

1. For any statutorily permitted reason other than nonpayment of premium, the number of days for notice of cancellation, as provided in either Paragraph 2. of the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.
2. The number of days for notice of nonrenewal, as provided in either Condition 9. When We Do Not Renew of SECTION IV or as amended by an applicable state nonrenewal endorsement, is increased to the number of days shown in the Schedule above.

CG 80 09 12 04



AMENDATORY ENDORSEMENT - COVERAGE TERRITORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph 4.c.(1) of SECTION V - DEFINITIONS is replaced by the following:
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you anywhere in the world;
- B. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis that is purchased by you to cover your liability for damages to which this endorsement applies.

CG 80 10 12 04



AMENDATORY ENDORSEMENT - BODILY INJURY REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The definition of "bodily injury" of SECTION V - DEFINITIONS is replaced by the following:

3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

CG 80 11 12 04



AMENDATORY ENDORSEMENT - INCIDENTAL MEDICAL MALPRACTICE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The definition of "bodily injury" of SECTION V - DEFINITIONS is amended to include injury arising out of the rendering or failure to render medical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.

This insurance does not apply:

1. If you are engaged in the business or occupation of providing medical services; or
2. To liability assumed in a contract or agreement.

CG 80 12 12 04



AMENDATORY ENDORSEMENT - EXTENDED PROPERTY DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion a. under Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE is replaced by the following:

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

CG 80 13 12 04



AMENDATORY ENDORSEMENT - BROAD KNOWLEDGE OF OCCURRENCE, CLAIM OR SUIT

This endorsement modifies insurance provided under the following Coverage Part:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 2. Duties In The Event of Occurrence, Offense, Claim or Suit is amended by the addition of the following:

Knowledge of an "occurrence", offense, claim or "suit" by an agent or "employee" of any insured or receipt of any demand, notice, summons or other legal paper in connection with a claim or "suit" by any agent or "employee" of any insured shall not in itself constitute knowledge of the named insured or receipt of the named insured, unless a partner, member, manager, "executive officer" or director shall have received such demand, notice, summons or legal paper.

CG 80 14 12 04



AMENDATORY ENDORSEMENT - OWNED, NON-OWNED AND HIRED  
WATERCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph (2) of Exclusion g. of SECTION I - BODILY INJURY AND PROPERTY  
DAMAGE is replaced by the following:

This exclusion does not apply to:

(2) A watercraft that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge.

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AMENDATORY ENDORSEMENT - PERSONAL AND ADVERTISING INJURY  
LIABILITY - CONTRACTUAL EXCLUSION DELETED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion e. Contractual Liability is deleted from Paragraph 2., EXCLUSIONS  
of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY.

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ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED BY CONTRACT  
OR AGREEMENT WITH YOU

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or 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:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. The type and amount of insurance provided the additional insured does not exceed that required by the written contract or agreement, subject to your policy provisions and limits of liability. The most we will pay on behalf of the additional insured is the lesser of the amount payable under Section III - Limits Of Insurance or the amount of insurance required by the contract or agreement.
- C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the Commercial General Liability Coverage Part to which this endorsement is attached.

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AMENDATORY ENDORSEMENT - CARE, CUSTODY OR CONTROL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph (4) of Exclusion 2.j. of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

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AMENDATORY ENDORSEMENT - DEFENSE COVERAGE FOR THE INDEMNITEE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding provisions to the contrary, such insurance as is provided for the assumption of liability in a contract or agreement is extended to include defense coverage for the indemnitee, provided:

1. The indemnitee's defense has also been assumed in the same "insured contract"; and
2. This insurance applies to the alleged damages.

Costs and expenses incurred in the defense of the indemnitee will not reduce the limits of this insurance.

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AMENDATORY ENDORSEMENT - UNINTENTIONAL FAILURE TO DISCLOSE  
HAZARDS/EXPOSURES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Condition 6. Representations of SECTION IV -  
COMMERCIAL GENERAL LIABILITY CONDITIONS:

If in your representations to us you unintentionally failed to disclose all hazards and exposures subject to this insurance, we shall not deny any coverage under this policy because of such oversight. Upon discovery of such oversight, you may be required to pay an additional premium.

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AMENDATORY ENDORSEMENT - PERSONAL AND ADVERTISING INJURY  
NONEMPLOYMENT RELATED DISCRIMINATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under SECTION V - DEFINITIONS, the following offense is added to the definition of "personal and advertising injury":

Discrimination against or harassment of a person if:

- a. Coverage for such discrimination or harassment is permitted by law; and
- b. The discrimination or harassment is not committed by or at the direction of:
  - (1) You;
  - (2) If you are an individual, your spouse;
  - (3) If you are a partnership, a partner or his or her spouse;
  - (4) If you are a joint venture, a member of the joint venture or his or her spouse;
  - (5) If you are a limited liability company, any of your members or managers; or
  - (6) If you are an organization other than a partnership, joint venture, or limited liability company, any of your "executive officers", directors, or stockholders.

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AMENDATORY ENDORSEMENT - GOOD SAMARITAN/CITIZEN LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph 1. of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

1. GOOD SAMARITAN LIABILITY

"Bodily injury" arising out of the rendering or failure to render emergency medical aid related to a "Good Samaritan Act" shall be deemed to be caused by an "occurrence".

2. GOOD CITIZEN LIABILITY

"Bodily injury" arising out of rendering or failure to render the professional health care services related to a "Good Citizen Act" shall be deemed to be caused by an "occurrence".

B. EXCLUSIONS

This insurance does not apply to:

1. "Bodily injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This insurance does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

2. "Bodily injury" arising out of a criminal act committed by or at the direction of the insured or caused by an insured who is under the influence of intoxicants or narcotics.

C. WHO IS AN INSURED

1. GOOD SAMARITAN LIABILITY

Anyone qualifying as an insured under Section II - Who Is An Insured is an insured with respect to a "Good Samaritan Act".

2. GOOD CITIZEN LIABILITY

You are an insured and any physician, surgeon, veterinarian, emergency medical technician, pharmacist, or nurse who is your "employee" is an insured with respect to a "Good Citizen Act".

3. For the purposes of this insurance, Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED is deleted.

D. LIMITS OF LIABILITY

For the purposes of determining the limits of insurance for the coverage provided by this endorsement, any act together with all related acts in the furnishing of medical services to any one person will be considered one "occurrence".

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AMENDATORY ENDORSEMENT - GOOD SAMARITAN/CITIZEN LIABILITY -  
CONTINUED

E. DEFINITIONS

1. "Good Samaritan Act" means rendering or failure to render first aid or other health care treatment voluntarily and without the expectation of monetary compensation, to a person or persons, other than an "employee", ill or injured at the scene of an accident or other medical emergency.
2. "Good Citizen Act" means rendering or failure to render medical treatment or service, to a person or persons, other than an "employee", at your direction, by your employed health care professional, without the expectation of direct or monetary gain, to further a community, charitable or similar activity.

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AMENDATORY ENDORSEMENT - PERSONAL AND ADVERTISING INJURY  
CONTRACTUAL EXCLUSION DELETED AND INJURY REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Exclusion e. Contractual Liability is deleted from Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY.
2. The first paragraph of definition 14. "personal and advertising injury" of SECTION V - DEFINITIONS is replaced by the following:
  14. "Personal and advertising injury" means injury, including mental anguish, mental injury, humiliation, embarrassment, shock, or consequential "bodily injury", arising out of one or more of the following offenses:

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AMENDATORY ENDORSEMENT - DEDUCTIBLE LIABILITY INSURANCE  
(INCLUDING ALLOCATED LOSS ADJUSTMENT EXPENSES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

DEDUCTIBLE AMOUNT \$999,999,999

AGGREGATE DEDUCTIBLE AMOUNT \$999,999,999

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductible applies to "damages" for all "bodily injury", "property damage", "personal and advertising injury" and Medical Payments, however caused.)

A. Our obligation under SECTION I - COVERAGES:

COVERAGES A BODILY INJURY AND PROPERTY DAMAGE LIABILITY;

COVERAGES B PERSONAL AND ADVERTISING INJURY LIABILITY; and

COVERAGES C MEDICAL PAYMENTS

to pay "damages" on your behalf applies only to the amount of "damages" in excess of the Deductible Amount stated in the Schedule above.

B. The Deductible Amount stated above applies as follows:

1. Under COVERAGES A, to all "damages" because of:

a. "Bodily injury";

b. "Property damage"; or

c. "Bodily injury" and "property damage" combined;

as a result of any one "occurrence" regardless of the number of persons or organizations who sustain "damages" because of that "occurrence".

2. Under COVERAGES B, to all "damages" because of "personal and advertising injury" as a result of an offense sustained by any one person or organization.

3. Under COVERAGES C, to all "damages" because of medical expenses sustained by any one person in an accident.

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AMENDATORY ENDORSEMENT - DEDUCTIBLE LIABILITY INSURANCE  
(INCLUDING ALLOCATED LOSS ADJUSTMENT EXPENSES) - CONTINUED

- C. The most you will pay for the sum of all Deductible Amounts shall not exceed any Aggregate Deductible Amount stated in the Schedule above.
- D. Each limit of insurance applicable to COVERAGES A, B and C will be reduced by the Deductible Amount.
- E. The terms of this insurance, including those with respect to:
1. Our right and duty to defend the insured against any "suits" seeking those "damages" and
  2. Your duties in the event of an "occurrence", offense, claim or "suit"
- apply irrespective of the application of the Deductible Amount.
- F. 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 has been paid by us.
- G. As used in this endorsement:
1. "Damages" means:
    - a. Those sums that the insured becomes legally obligated to pay because of "bodily injury", "property damage" or "personal and advertising injury";
    - b. Those sums we pay for medical expenses under COVERAGE C; and
    - c. "Allocated loss adjustment expenses".
  2. "Allocated loss adjustment expenses" means:
    - a. Premiums on bonds paid for by us;
    - b. Interest accruing after entry of a judgment against the insured;
    - c. Expenses incurred in seeking recovery against a third party;
    - d. Attorney's fees for a claim or "suit";
    - e. Court and other specific items of expense such as:
      - (i) Medical examinations to determine the extent of our liability;
      - (ii) Expert medical or other testimony;
      - (iii) Laboratory and x-ray;
      - (iv) Autopsy;

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AMENDATORY ENDORSEMENT - DEDUCTIBLE LIABILITY INSURANCE  
(INCLUDING ALLOCATED LOSS ADJUSTMENT EXPENSES) - CONTINUED

- (v) Stenographic;
- (vi) Witnesses and summonses;
- (vii) Copies of documents;
- (viii) Undercover investigation; and
- (ix) Credit reporting agency services.

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AMENDATORY ENDORSEMENT - COMPOSITE RATE/PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

COVERAGE	PREMIUM BASE	AMOUNT	RATE PER \$1,000	ADVANCE PREMIUM
GENERAL LIABILITY	XXXXXXXXXX	\$999,999,999	X.XX	\$99,999.99

ADVANCE PREMIUM

We will compute the premium for this Coverage Part in accordance with the scheduled premium base(s) and rate(s).

CG 80 27 12 04



EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Paragraph 2., EXCLUSIONS of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by the actual, alleged or threatened:
  - a. Inhalation of, ingestion of or physical exposure to "asbestos";
  - b. Use of "asbestos" in construction or manufacture of any goods, products or structures;
  - c. Removal of "asbestos" from any goods, products or structures;
  - d. Manufacture, sale, transport, storage or disposal of "asbestos"; or
  - e. Discharge, dispersal, seepage, migration, release or escape of "asbestos".
2. Any loss, cost or expense arising out of any:
  - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "asbestos"; or
  - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "asbestos".

As used herein, "asbestos" means not only the natural fibrous mineral forms of impure magnesium silicate, but also any material, good, product or structure of which it is a part.

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EXCLUSION - STRUCTURE SUBSIDENCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE PART

For insurance provided under the Commercial General Liability Coverage Part the following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and

For insurance provided under the Commercial Excess/Umbrella Liability Coverage Part the following exclusion is added to COVERAGE U - UMBRELLA LIABILITY, Paragraph C. EXCLUSIONS of SECTION I - COVERAGES:

This insurance does not apply to "property damage" to a "structure" caused by "land subsidence."

As used herein:

"Structure" means a building or fixtures permanently attached to real property, including:

- a. Foundations of buildings, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground, if there is no basement;
- b. Pilings and piers; and
- c. Underground pipes, flues and drains.

"Land subsidence" means any earth movement including but not limited to collapse, settling, shifting, compaction, erosion or undermining of the soil.

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## EXCLUSION - AIRCRAFT PRODUCTS AND AIRCRAFT WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART  
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE PART

For insurance provided under the Commercial General Liability Coverage Part or the Products/Completed Operations Coverage Part, the following exclusion is added to Paragraph 2., EXCLUSIONS, of SECTION I - COVERAGES - BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and

For insurance provided under the Commercial Excess/Umbrella Liability Coverage Part, the following exclusion is added to Paragraph C., EXCLUSIONS, under COVERAGE U - UMBRELLA LIABILITY of SECTION I - COVERAGES:

This insurance does not apply to "bodily injury" or "property damage" arising out of any "aircraft products" or "aircraft work".

The following is added to the DEFINITIONS Section of the Coverage Part to which this endorsement applies:

1. "Aircraft products" means:
  - a. Aircraft;
  - b. Aircraft ground support or control equipment;
  - c. Any goods or products contained in or on an aircraft;
  - d. Any goods or products used in the repair, operation, or maintenance of aircraft, even if such goods or products are not used exclusively or primarily for the repair, operation, or maintenance of aircraft;
  - e. Any goods or products used in the repair, operation, or maintenance of aircraft ground support or control equipment, even if such goods or products are not used exclusively or primarily for the repair, operation, or maintenance of aircraft ground support or control equipment; and
  - f. Any training aids, instructions, manuals, blueprints, engineering advice or data, or any other advice or data, relating to Paragraphs a. through e. above.
2. "Aircraft work" means any work or operations performed by you or on your behalf on any "aircraft products".

As used herein, any reference to aircraft also includes missiles or spacecraft.

IL 70 03 12 04



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DOG EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE PART

For insurance provided under the Commercial General Liability Coverage Part the following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and

For insurance provided under the Commercial Excess/Umbrella Liability Coverage Part the following exclusion is added to COVERAGE U - UMBRELLA LIABILITY, Paragraph C. EXCLUSIONS of SECTION I - COVERAGES:

This insurance does not apply to "bodily injury" or "property damage" arising out of the ownership or use of a dog.

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POLICY NUMBER 03-31110-02

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EXCLUSION - SCHEDULED RENTAL OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE PART

For Insurance provided under the Commercial General Liability Coverage Part the following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and

For insurance provided under the Commercial Excess/Umbrella Liability Coverage Part the following exclusion is added to COVERAGE U - UMBRELLA LIABILITY, Paragraph C. EXCLUSIONS of SECTION I - COVERAGES:

This insurance does not apply to "bodily injury" or "property damage" arising out of "your rental operations."

"Your rental operations" means the rental, lease or loan to others of the item(s) scheduled below:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

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POLICY NUMBER 03-31110-02

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EXCLUSION - ALL RENTAL OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE PART

For Insurance provided under the Commercial General Liability Coverage Part the following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and

For insurance provided under the Commercial Excess/Umbrella Liability Coverage Part the following exclusion is added to COVERAGE U - UMBRELLA LIABILITY, Paragraph C. EXCLUSIONS of SECTION I - COVERAGES:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rental, lease or loan to others of tools, equipment or any other item you own or control.

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EXCLUSION - LIFT EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE PART

For insurance provided under the Commercial General Liability Coverage Part the following exclusion is added to Paragraph 2., EXCLUSIONS of SECTION I COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, and

For insurance provided under the Commercial Excess/Umbrella Liability Coverage Part the following exclusion is added to COVERAGE U - UMBRELLA LIABILITY, Paragraph C. EXCLUSIONS of SECTION I - COVERAGES:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sale, service, repair, rental or lease of any equipment used to lift people into the air. Such equipment includes, but is not limited to manlifts, scissorlifts and boomlifts.

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NOTICE OF INSURANCE CANCELLATION - CONTINUED

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AUTOMOBILE INSURANCE PLAN INFORMATION: YOU ARE POSSIBLY ELIGIBLE FOR  
AUTOMOBILE INSURANCE THROUGH ANOTHER INSURER OR UNDER THE ARKANSAS  
AUTOMOBILE INSURANCE PLAN.





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NOTICE OF INSURANCE NONRENEWAL - CONTINUED

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AUTOMOBILE INSURANCE PLAN INFORMATION: YOU ARE POSSIBLY ELIGIBLE FOR  
AUTOMOBILE INSURANCE THROUGH ANOTHER INSURER OR UNDER THE ARKANSAS  
AUTOMOBILE INSURANCE PLAN.

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**Sentry Insurance A Mutual Company**  
**Sentry Lloyds Of Texas**  
**Middlesex Insurance Company**  
**Patriot General Insurance Company**  
**Sentry Select Insurance Company**  
**Sentry Casualty Company**

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**NOTICE OF INSURANCE CANCELLATION**

POLICY NUMBER(S)	KIND OF INSURANCE	CANCELLATION EFFECTIVE:
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PLEASE TAKE NOTICE THAT THE ABOVE NUMBERED POLICIES WILL BE CANCELLED FOR NON-PAYMENT OF PREMIUM IN ACCORDANCE WITH THE CANCELLATION CONDITION OF THE POLICY

THE POLICIES ARE CANCELLED AS OF THE HOUR (NOON OR 12:01 A.M. STANDARD TIME) STATED IN THE POLICY AS THE TIME THE INSURANCE WAS EFFECTIVE.

RECEIPT OF THIS NOTICE DOES NOT AFFECT OR VOID ANY OTHER CANCELLATION OR NON-RENEWAL NOTICE SENT FOR ANY OTHER REASON OR EFFECTIVE DATE.

By Karen Glenn  
Date " " " " " " " " " "

@#####

A COPY OF THIS NOTICE IS BEING SENT TO ANY CREDITOR NAMED ON YOUR POLICY.

THE FOLLOWING APPLIES TO AUTOMOBILE COVERAGE ONLY:

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AUTOMOBILE INSURANCE PLAN INFORMATION: YOU ARE POSSIBLY ELIGIBLE FOR AUTOMOBILE INSURANCE THROUGH ANOTHER INSURER OR THROUGH THE ARKANSAS AUTOMOBILE INSURANCE PLAN.



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## SCHEDULED INDEMNITY POLICY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declaration Page, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

### COVERAGE

#### A. INSURING AGREEMENT

Subject to Your Retention and Our Limit of Liability, we will indemnify you for identified financial obligations paid under the scheduled contracts.

#### B. YOUR RETENTION

Your Retention is the amount you must pay under the scheduled contracts before any coverage is provided by this policy.

#### C. OUR LIMIT OF LIABILITY

Our Limit of Liability is the most we will indemnify you for financial obligations you have paid that exceed Your Retention.

#### D. LIMITS OF INSURANCE

Multiple insureds, claims or suits will not increase Your Retention or Our Limit of Liability.

#### E. NO OBLIGATION TO DEFEND, INVESTIGATE OR SETTLE

We have no obligation to defend any insured against a suit or investigate or settle any claims.

### CONDITIONS

#### A. BANKRUPTCY

Your bankruptcy or insolvency will not relieve us of our obligations.

#### B. YOUR DUTIES IN THE EVENT OF LOSS

In the event of a loss, claim or suit likely to involve this insurance and subject to Your Retention, your duties are as follows:

1. You must give us prompt notice of any occurrence, claim or suit which in your reasonable judgment may result in payments equal to or exceeding 50% of Your Retention.
2. You must not make a voluntary settlement in excess of Your Retention without our consent.

IL 70 27 01 97



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SCHEDULED INDEMNITY POLICY - CONTINUED

3. If requested by us, you must report all losses, claims or suits. The report could include:
  - A. How, when and where the loss took place;
  - B. The names and addresses of any injured persons;
  - C. The nature and location of any injury or damage arising from the loss;
  - D. The amount of damages paid or anticipated.

C. OUR RIGHTS

1. We shall have the right, but not the duty, to associate with you at our own expense in the investigation and settlement of any claim or the defense of any suit.
2. We may, at our option, assume control of the investigation and settlement of any claim or the defense of any suit which in our judgment may result in payments exceeding Your Retention.
3. In the event you elect not to appeal a judgment, we may elect to make such appeal at our own expense. But, in no event shall the total limit of our liability, exclusive of the expense related to such appeal, exceed our limit of liability shown on the Declarations.

D. LEGAL ACTION AGAINST US

No person or organization has a right:

1. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
2. To sue us under this policy unless all of its terms have been fully complied with.

E. OTHER INSURANCE

If other valid and collectible insurance is available to you, this insurance is excess.

F. PREMIUM

1. We will compute all premiums for this policy in accordance with our rules and rates.
2. You are responsible for the payment of all premiums and will be the payee for any return premiums we pay.
3. Premium shown on the Declarations is an estimated premium only. At the close of each policy period we will compute the actual earned premium for that period. Additional premiums are due and payable on our notice to you. We will return any premium overpayments to you.

IL 70 27 01 97



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SCHEDULED INDEMNITY POLICY - CONTINUED

4. You must keep records of the information we need for premium computation, and send us copies at such times as we may request.

G. REPRESENTATIONS

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.

H. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

If you have rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. You must do nothing after loss to impair them. At our request, you will bring suit or transfer those rights to us and help us enforce them. Monies recovered will first be paid to us, up to the amount of our reimbursements under this policy.

Your rights and duties under this policy may not be transferred without our written consent.

I. CANCELLATION

1. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering written notice of cancellation at least:
  - A. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - B. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

IL 70 27 01 97



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SCHEDULED INDEMNITY POLICY - CONTINUED

J. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our written consent. The terms can be amended or waived only by endorsement issued by us and made a part of this policy.

K. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time.

L. REPRESENTATIVE

You are the legal representative of all persons or organizations insured under this policy.

IL 70 27 01 97



POLICY NUMBER: 03-31496-01

SCHEDULED INDEMNITY POLICY  
 DECLARATION PAGE

1. NAMED INSURED AND ADDRESS  
 TEST

101 MAIN STREET  
 STEVENS POINT WI  
 54481

2. Policy Period: 01-01-05 To 01-01-06

3. Our Limit of Liability:  
 XXX

4. Your Retention:  
 \$99,999,999 Per Occurrence  
 \$99,999,999 Aggregate

5. This policy applies to your financial obligations specified in  
 the following contracts:

SCHEDULE OF CONTRACTS AND FINANCIAL OBLIGATIONS			
Contract Provider	Contract Number	Coverage Period	Financial Obligations
-----			

IL 89 03 01 97



POLICY NUMBER: 03-31496-01

SCHEDULED INDEMNITY POLICY  
 DECLARATION PAGE - CONTINUED

6. Estimated Premium

Rate	Per	Basis Type	Basis Amount	Estimated Premium
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The Estimated Premium is payable as follows:

\$9,999,999.99 payable at policy inception

7. Endorsements and Schedules attached to this policy:

XX XX XX XX XX			
XX XX XX XX XX			

IL 89 03 01 97

*SERFF Tracking Number:*      *SEPX-125226252*                      *State:*                      *Arkansas*  
*Filing Company:*              *Sentry Casualty Company*                      *State Tracking Number:*      *AR-PC-07-025370*  
*Company Tracking Number:*      *GL AR0717689F01*  
*TOI:*                      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*                      *17.0001 Commercial General Liability*  
*Product Name:*              *Commercial General Liability*  
*Project Name/Number:*      *2007 General Liability/GL AR0717689F01*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: SEPX-125226252 State: Arkansas  
Filing Company: Sentry Casualty Company State Tracking Number: AR-PC-07-025370  
Company Tracking Number: GLAR0717689F01  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: 2007 General Liability/GLAR0717689F01

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:**

Approved

08/22/2007

**Comments:**

**Attachments:**

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF  
AR - FORM FILING ABSTRACT F-1.PDF  
SIP-Form Filing Memo - IL8903 & IL7027.PDF  
SIP - Filing Memorandum.PDF  
SCC GL filing Memo.PDF

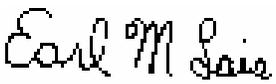
## Property & Casualty Transmittal Document

<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: 50%; 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>			
Sentry Insurance Group	169			
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>
Sentry Casualty Company	WI	28460	88-0119246	

<b>5. Company Tracking Number</b>	GL AR0717689F01
-----------------------------------	-----------------

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Earl Lais 1800 North Point Drive Stevens Point WI 54481	Compliance/Development Sr. Analyst	715-346-7898	715-346-6044	earl.lais@sentry.com
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Earl Lais		

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

<b>9.</b>	<b>Type of Insurance (TOI)</b>	17.0 Other Liability - Claims Made/Occurrence
<b>10.</b>	<b>Sub-Type of Insurance (Sub-TOI)</b>	17.0001 Commercial General Liability
<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>	
<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: 01/01/2008      Renewal: 01/01/2008
<b>15.</b>	<b>Reference Filing?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>16.</b>	<b>Reference Organization (if applicable)</b>	ISO
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	All ISO forms
<b>18.</b>	<b>Company's Date of Filing</b>	7/05/07
<b>19.</b>	<b>Status of filing in domicile</b>	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved



ARKANSAS INSURANCE DEPARTMENT

FORM FILING ABSTRACT

**ALL QUESTIONS MUST BE ANSWERED**

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed 7/5/07

2. Company Name(s) Sentry Casualty Company

Group Name Sentry Insurance Group NAIC No. 28460 Group No. 169

3. (a) Annual Statement Line of Business Number (Page 14) 17.0

(b) Class of Business Commercial General Liability

© Coverages Affected \_\_\_\_\_

4. (a) Name of Advisory Organization, if any ISO

(b) Affiliations with Advisory Organization: Member (  ) Subscriber (  )

5. Is this a reference filing? Yes (  ) No (  ) If yes, please provide the following:

(a) Name of Advisory Organization (or Affiliated Company)  
ISO

(b) Date of Filing 7/5/07

© Filing Designation Number or Description All ISO filings

**PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM**

7. Has the form(s) been approved for use in your domiciliary state and/or other states?

Yes

8. Is the form filed in response to or due to legislation? If so, specify legislation.

No

9. Is the form in response to or due to recent court decisions? If so, give citation.

No

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Earl M. Lais*

Signature

Earl Lais

Title

715-346-7898

Telephone Number

**Page 2 of 2**

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
	1/1/08	IL DS 00 07 02	Cover Declarations page
	1/1/08	IL 89 01 09 87	Additional Named Insured
	1/1/08	IL 89 02 11 85	Additional Premises
	1/1/08	CG 89 01 page 1 GI Dec 07 98	CGL Coverage Declarations
	1/1/08	CG 89 01 page 2 schedule 07 98	CGL Coverage Declarations Schedule of Forms
	1/1/08	CG 89 04 11 85	OC&P Declarations
	1/1/08	CG 89 05 page 1 Dec 11 85	Commercial Products Liability Declarations
	1/1/08	CG 89 05 page 2 schedule 11 85	Commercial Products Liability Declarations Schedule of Forms
	1/1/08	80 2314 (SC) 01 07	Additional Conditions - Participation Clause
	1/1/08	80 2076 01 98	Renewal Summary Certificate
	1/1/08	CG 70 01 12 04	Employee Benefits Liability Endorsement
	1/1/08	CG 70 02 11 85	Mortician's Malpractice Liability
	1/1/08	CG 70 03 08 99	Engine Rebuilding And Overhaul Operations
	1/1/08	CG 70 04 12 04	Fellow Employee Bodily Injury
	1/1/08	CG 70 06 11 85	Premium Audit Endorsement Plan A
	1/1/08	CG 70 15 01 96	Deductible Liability Endorsement (Including Allocated Loss Adjustment Expense)

1/1/08	CG 70 18	12 04	Amendment Of Coverage Territory - Worldwide Coverage
1/1/08	CG 70 24	12 93	Exclusion - Owned Snowmobile
1/1/08	CG 70 27	07 98	Exclusion - Products - Completed Operations Hazard
1/1/08	CG 70 39	12 04	Printing And Graphic Arts Errors And Omissions
1/1/08	CG 70 50	12 04	Total Pollution Exclusion Endorsement
1/1/08	CG 70 61	10 94	Customers Patterns, Dies And Molds
1/1/08	CG 70 62	12 04	Optional Property Damage
1/1/08	CG 70 63	12 04	Manufacturers Errors And Omissions
1/1/08	CG 70 67	12 04	Product Withdrawal Expense Endorsement ( Including Product Retrofit)
1/1/08	CG 70 68	12 04	Contractual Liability Specific Contract Excluded
1/1/08	CG 70 70	08 98	Guaranteed Premium Designated General Liability Classes
1/1/08	CG 70 71	01 96	Supplemental Reporting Period Endorsement (Products and Completed Operations Hazard)
1/1/08	CG 70 72	12 04	Supplemental Reporting Period Endorsement (Coverage A and Coverage B)
1/1/08	CG 70 73	07 98	Self - Insured Retention (Including Allocated Loss Adjustment Expense)
1/1/08	CG 70 81	08 98	Primary / Noncontributory Insurance (Additional Insureds)
1/1/08	CG 70 85	04 01	Additional Condition - Two or More Policies Issured By Us
1/1/08	CG 70 89	12 04	Exclusion - Asbestos
1/1/08	CG 70 96	12 04	Changes - Pollution Liability (Railroad Protective Liability Coverage part)

1/1/08	CG 70 97	12 04	Changes - Pollution Liability (O&CP Liability Coverage part)
1/1/08	CG 70 98	12 04	Changes - Pollution Liability (Commercial General Liability Coverage Part)
1/1/08	CG 80 02	12 04	Total Pollution Exclusion Endorsement
1/1/08	CG 80 03	12 04	Total Pollution Exclusion With a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception
1/1/08	CG 80 04	12 04	Total Pollution Exclusion With a Hostile Fire Exception
1/1/08	CG 80 08	12 04	Exclusion - All Hazards Insured ON A Specified Policy
1/1/08	CG 80 09	12 04	Earlier Notice of Cancellation and Non - Renewal Provided By Us
1/1/08	CG 80 10	12 04	Amendatory Endorsement - Coverage Territory
1/1/08	CG 80 11	12 04	Amendatory Endorsement - Bodily Injury Redefined
1/1/08	CG 80 12	12 04	Amendatory Endorsement - Incidental Medical Malpractice
1/1/08	CG 80 13	12 04	Amendatory Endorsement - Extended Property Damage
1/1/08	CG 80 14	12 04	Amendatory Endorsement - Broad Knowledge of Occurrence, Claim or Suit
1/1/08	CG 80 16	12 04	Amendatory Endorsement - Owned, Non-Owned and Hired Watercraft
1/1/08	CG 80 17	12 04	Amendatory Endorsement - Personal and Advertising Injury Liability - Contractual Exclusion Deleted
1/1/08	CG 80 18	12 04	Additional Insured - Automatic Status When Required by Contract or Agreement
1/1/08	CG 80 19	12 04	Amendatory Endorsement - Care,

			Custody or Control
1/1/08	CG 80 20	12 04	Amendatory Endorsement - Defense Coverage for Indemnity
1/1/08	CG 80 21	12 04	Amendatory Endorsement - Unintentional Failure to Disclose Hazards/Exposures
1/1/08	CG 80 22	12 04	Amendatory Endorsement - Personal and Advertising Injury Nonemployment Related Discrimination
1/1/08	CG 80 23	12 04	Amendatory Endorsement - Good Samaritan/Citizen Liability
1/1/08	CG 80 24	12 04	Amendatory Endorsement - Personal and Advertising Injury Contractual Exclusion Deleted
1/1/08	CG 80 26	12 04	Amendatory Endorsement - Deductible Liability Insurance (Including Allocated Loss Adjustment Expense0
1/1/08	CG 80 27	12 04	Amendatory Endorsement - Composite Rate/Premium
1/1/08	CG 88 08	12 04	Exclusion - Asbestos
1/1/08	IL 70 01	12 04	Exclusion - Structural Subsidence
1/1/08	IL 70 03	12 04	Exclusion - Aircraft Products and Aircraft Work
1/1/08	IL 70 12	12 04	Dog Exclusion
1/1/08	IL 70 17	12 04	Exclusion - Scheduled Rental Operations
1/1/08	IL 70 18	12 04	Exclusion - All Rental Operations
1/1/08	IL 70 25	12 04	Exclusion - Lift Equipment
1/1/08	UND-AR CANC		Notice of Insurance Cancellation
1/1/08	UND-AR NONR		Notice of Insurance Nonrenewal
1/1/08	CLC.AR.246		Notice of Insurance Nonpay Cancellation
1/1/08	IL 70 27	01 97	Scheduled Indemnity Policy

	1/1/08	IL 89 03 01 97	Scheduled Indemnity Policy Declarations Page
	1/1/08	CG 70 21 10 05	Special Broad Form General Liability Endorsement

**FORM FILING MEMORANDUM**

**SCHEDULED INDEMNITY POLICY - DECLARATION PAGE IL 89 03 01 97**

**SCHEDULED INDEMNITY POLICY IL 70 27 01 97**

**Scheduled Indemnity Policy - Declaration Page IL 89 03 01 97**

The Declaration Page provides specific information concerning the insurance contract:

- Identifies the insured and their mailing address
- Specifies the policy period
- Indicates the insurer's limit of liability and the insured's retention
- Provides for the scheduling of covered contracts and identifies the financial obligation
- Displays rating information and payment requirements

**Scheduled Indemnity Policy IL 70 27 01 97**

The Scheduled Indemnity Policy contains Coverage and Conditions information.

The Scheduled Indemnity Policy, when attached to the Scheduled Indemnity Policy - Declaration Page, constitutes the entire insurance contract.

## SCHEDULED INDEMNITY PROGRAM

### FILING MEMORANDUM

#### GENERAL

There are numerous situations that create an unacceptable level of uncertainty that can be reduced by transfer of risk to an insurer for a premium charge.

The purpose of the Scheduled Indemnity Program is to reduce the cost uncertainty of risk retention. Examples of situations where this Program is useful include, but are not limited to:

1. An insured is unable to obtain primary insurance without an unacceptably high retention level and desires a lower retention and a maximum aggregate limit on their financial obligation.
2. An insured has an accumulated reserve for future loss payments that they wish to fix as a condition of a sale or merger or to create a tax deductible expense in the current tax year.
3. An insured prefers to secure their primary insurance with a large retention, but wants to adjust the cash flow uncertainty to support their budgeting process.

In each of these cases, the Scheduled Indemnity Program provides a means to transfer the financial obligation for a premium charge.

#### COVERAGE

The coverage is provided by scheduling specific contracts on the Scheduled Indemnity Policy Declaration - IL 89 03 01 97 and attaching to the Scheduled Indemnity Policy - IL 70 27 01 97.

Upon proof of a payment of a financial obligation covered under this policy, the insurer will indemnify the insured. The insured and the insurer may agree to periodic settlements on a monthly basis. For financial obligations arising out of underlying contracts of insurance with the insured, the insurer may elect to pay on behalf of the insured to streamline the process of indemnification.

#### APPLICATION

The application of the Scheduled Indemnity Program is optional and may be used only upon election by the insured and acceptance by the insurer.

#### ELIGIBILITY

The Scheduled Indemnity Program is designed to address the needs of larger, more sophisticated insureds. Policies written must develop an estimated premium that is greater than \$100,000.

#### RATING

The premium for this policy will be established using Division Six of the ISO Commercial Lines Manual, Special Rule For Individual Risk Situations, 34.A.1.g., as approved for usage in your state.

#### DATA REPORTING

The Company will report premium and losses under this policy as "Other Liability" per state requirements.

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# SENTRY CASUALTY COMPANY

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## GENERAL LIABILITY FILING MEMORANDUM

We would like to move our National Accounts business currently from Sentry Insurance a Mutual Company into a new company called Sentry Casualty Company. In the future, Sentry Casualty Company's main focus will be to serve only National Accounts. We feel that our customers will be better served if we were able to segregate the National Accounts business into Sentry Casualty Company by itself.