

## Filing at a Glance

Companies: St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company  
Product Name: Technology Medical and Biotechnology  
SERFF Tr Num: TRVD-125244060 State: Arkansas  
TOI: 18.0 Product Liability  
SERFF Status: Closed State Tr Num: AR-PC-07-025583  
Sub-TOI: 18.1000 Product Liab - Claims Made Only  
Co Tr Num: 2007-06-0077 State Status:  
Filing Type: Form  
Co Status:  
Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding  
Authors: Carrie Acuna, Carol Letendre  
Disposition Date: 08-02-2007  
Date Submitted: 07-25-2007  
Disposition Status: Approved  
Effective Date Requested (New): 08-24-2007  
Effective Date (New):  
Effective Date Requested (Renewal): 08-24-2007  
Effective Date (Renewal):

## General Information

Project Name: New Form Submission  
Project Number: 2007-06-0077  
Reference Organization: NA  
Reference Title: NA  
Filing Status Changed: 08-02-2007  
State Status Changed: 07-26-2007  
Corresponding Filing Tracking Number:  
Filing Description:  
Status of Filing in Domicile: Authorized  
Domicile Status Comments:  
Reference Number: NA  
Advisory Org. Circular: NA  
Deemer Date:

This filing proposes new forms to be attached to our Technology Medical and Biotechnology General Liability coverages. Please refer to the enclosed Index of Forms and Forms Memorandum for details regarding the endorsements being placed on file.

## Company and Contact

### Filing Contact Information

Carol Letendre, Senior Regulatory Analyst  
385 Washington Street  
St. Paul, MN 55102  
CLETENDR@travelers.com  
(651) 310-7110 [Phone]  
(651) 310-4361[FAX]

### Filing Company Information

St. Paul Fire and Marine Insurance Company  
385 Washington Street  
CoCode: 24767  
Group Code: 3548  
State of Domicile: Minnesota  
Company Type:

St. Paul, MN 55102  
(651) 310-7782 ext. [Phone]

Group Name:  
FEIN Number: 41-0406690  
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State ID Number:

St. Paul Guardian Insurance Company  
385 Washington Street  
St. Paul, MN 55102  
(651) 310-7782 ext. [Phone]

CoCode: 24775  
Group Code: 3548  
Group Name:  
FEIN Number: 41-0963301  
-----

State of Domicile: Minnesota  
Company Type:  
State ID Number:

St. Paul Mercury Insurance Company  
385 Washington Street  
St. Paul, MN 55102  
(651) 310-7782 ext. [Phone]

CoCode: 24791  
Group Code: 3548  
Group Name:  
FEIN Number: 41-0881659  
-----

State of Domicile: Minnesota  
Company Type:  
State ID Number:

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
St. Paul Fire and Marine Insurance Company	\$50.00	07-25-2007	14776493
St. Paul Guardian Insurance Company	\$0.00	07-25-2007	
St. Paul Mercury Insurance Company	\$0.00	07-25-2007	

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08-02-2007	08-02-2007

### Objection Letters and Response Letters

#### Objection Letters

Status	Created By	Created On	Date Submitted
Pending	Edith Roberts	07-26-2007	07-26-2007

Industry  
Response

#### Response Letters

Responded By	Created On	Date Submitted
Carol Letendre	07-31-2007	07-31-2007

## Disposition

Disposition Date: 08-02-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover letter	Approved	Yes
Supporting Document	Forms Memo	Approved	Yes
Supporting Document	Index of Forms	Approved	Yes
Supporting Document	Arkansas Required Endorsement	Approved	Yes
Form	Extended Reporting Period Endorsement - Technology Medical and Biotechnology	Approved	Yes
Form	Products and Completed Work Liability Bodily Injury Redefined and Health Care Professional Services Exclusion	Approved	Yes
Form	Endorsement - Technology Medical and Biotechnology Commercial General Liability	Approved	Yes
Form	Products and Completed Work Exclusion Endorsement - Technology Medical and Biotechnology Commercial General Liability	Approved	Yes
Form	Unnamed or Newly Acquired or Formed Limited Liability Companies Endorsement - Technology Medical and Biotechnology Commercial General Liability	Approved	Yes

## Objection Letter

Objection Letter Status                      Pending Industry Response  
Objection Letter Date                        07-26-2007  
Submitted Date                                07-26-2007

Dear Carol Letendre,

This will acknowledge receipt of the captioned filing.

Please reference Form G0782 Ed 02-07. This endorsement lists three reasons the company may refuse to offer the extended reporting periods. Please be advised that none of these reasons may be allowed under AR Code Anno. 23-79-306 (1-6). These ERPs are mandatory and the optional ERP must be put into effect if requested within 60 days of policy termination and premium is received in payment for that endorsement for termination/cancellation for any reason, including non-payment, deductibles owed, or otherwise.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

## Response Letter

Response Letter Status                      Submitted to State  
Response Letter Date                        07-31-2007  
Submitted Date                                07-31-2007

Dear Edith Roberts,

Comments:

### Response 1

Comments: Dear Ms. Roberts:

This message is in response to your objection letter dated July 26, 2007.

The Arkansas Required Endorsement indicates on page 5 of 6:

Well offer an extended reporting period if this agreement is canceled or not renewed for any reason. Such offer will be made even if, at the time of cancellation or nonrenewal, you owe us:

- premium for this agreement; or
- repayment of a deductible under this agreement.

Attached is a copy of our currently approved Arkansas Required Endorsement which will be attached to each policy issued in Arkansas.

Carol Letendre

Supporting Document Schedule Item Changes

Satisfied -Name: Arkansas Required Endorsement

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule Item Changes

Sincerely,

Carol Letendre, Carrie Acuna

**Form Schedule**

<b>Review Status</b>	<b>Form Name</b>	<b>Form #</b>	<b>Edition Date</b>	<b>Form Type Action</b>	<b>Action Specific Data</b>	<b>Readability</b>	<b>Attachment</b>
Approved	Extended Reporting Period Endorsement - Technology Medical and Biotechnology Products and Completed Work Liability	G0782	2-07	Endorsement/Amendment/Conditions		0.00	G0782_____ 2007-02-01__BITM. PDF
Approved	Bodily Injury Redefined and Health Care Professional Services Exclusion Endorsement - Technology Medical and Biotechnology Commercial General Liability	G0794	6-07	Endorsement/Amendment/Conditions		0.00	G0794F_060 7.pdf
Approved	Products and Completed Work Exclusion Endorsement - Technology Medical and Biotechnology Commercial General Liability	G0795	6-07	Endorsement/Amendment/Conditions		0.00	G0795F0607 .pdf
Approved	Unnamed or Newly Acquired or Formed Limited Liability Companies Endorsement - Technology Medical and Biotechnology Commercial General Liability	G0796	6-07	Endorsement/Amendment/Conditions		0.00	G0796F_060 7.pdf

## **EXTENDED REPORTING PERIOD ENDORSEMENT – TECHNOLOGY MEDICAL AND BIOTECHNOLOGY PRODUCTS AND COMPLETED WORK LIABILITY**

This endorsement changes your Technology Medical And Biotechnology Products And Completed Work Liability Protection - Claims-Made.

**Important Note:** This endorsement won't take effect unless:

- the additional premium for this endorsement, and the earned premium for this agreement, is paid;
- any deductible you owe us under this agreement is paid; and
- you have fulfilled all other duties, and complied with all other conditions and requirements, under this agreement.

But once this endorsement takes effect, it may not be cancelled by you or by us.

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### **How Coverage Is Changed**

The following is added to the When This Agreement Covers section. This change broadens coverage.

**During the extended reporting period.** We'll apply this agreement to claims or suits for covered loss when they're first made or brought during the extended reporting period.

We explain how the extended reporting period applies in the How the extended reporting period applies section.

### **Other Terms**

All other terms of your policy remain the same.

**BODILY INJURY REDEFINED AND HEALTH CARE PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT – TECHNOLOGY MEDICAL AND BIOTECHNOLOGY COMMERCIAL GENERAL LIABILITY**

This endorsement changes your Technology Medical And Biotechnology Commercial General Liability Protection - Claims-Made.

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**How Coverage Is Changed**

There are two changes that are explained below.

1. The following replaces the definition of bodily injury. This change limits coverage.

*Bodily injury* means any physical harm, including sickness or disease, to the physical health of other persons.

We'll consider any of the following that happens at any time to be part of such physical harm, sickness, or disease, if it results from such physical harm, sickness, or disease:

- Mental anguish, injury, or illness.
- Emotional distress.
- Care, loss of services, or death.

2. The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

**Health care professional services.** We won't cover bodily injury or property damage that results from the performance of or failure to perform health care professional services.

We explain the term health care professional services in the Employees and volunteer workers section.

**Other Terms**

All other terms of your policy remain the same.

## PRODUCTS AND COMPLETED WORK EXCLUSION ENDORSEMENT – TECHNOLOGY MEDICAL AND BIOTECHNOLOGY COMMERCIAL GENERAL LIABILITY

This endorsement changes your Technology Medical And Biotechnology Commercial General Liability Protection - Claims-Made.

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### How Coverage Is Changed

There are four changes that are explained below. These changes exclude coverage.

1. The following is added to the Exclusions - What This Agreement Won't Cover section.

**Products and completed work.** We won't cover bodily injury or property damage that results from your products or your completed work.

2. The following replaces the definition of your products.

*Your products* means:

- any of the goods or products, including any of your medical products and any of your biotechnology products, that are or were manufactured, sold, handled, distributed, or disposed of by you, others using your name, or any person or organization whose business or assets you've acquired;
- any of those goods or products that are or were being tested or used by or for you in any clinical trial;
- all containers, equipment, materials, or parts provided with or for any of those goods or products;
- any warranty provided with or for any of those goods or products;
- any statement made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of any of those goods or products; or
- all warnings, instructions, or directions provided, or that should have been provided, with or for any of those goods or products.

But we won't consider the following to be your products:

- Goods or products, other than your medical products or your biotechnology products, that are still in your physical possession or on a premises that you rent, lease, or borrow from others, or own.
- Real property.
- Containers that are vehicles provided with or for your products.
- Property, other than your medical products or your biotechnology products, that's rented or leased to others.
- Property, other than your medical products or your biotechnology products, that you haven't sold, but which you allow others to use. For example, a vending machine.

3. The following replaces the definition of your medical products.

*Your medical products* means any of your products that are or were used, or intended for use, in:

- health care; or
- the providing of health care professional services.

4. The following replaces the definition of your biotechnology products.

*Your biotechnology products* means any of your products that are or were used, or intended to be used as, or in the development of, in vitro or in vivo diagnostic substances or other biological substances.

### Other Terms

All other terms of your policy remain the same.

**UNNAMED OR NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES ENDORSEMENT – TECHNOLOGY MEDICAL AND BIOTECHNOLOGY COMMERCIAL GENERAL LIABILITY**

This endorsement changes your Technology Medical And Biotechnology Commercial General Liability Protection - Claims-Made.

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**How Coverage Is Changed**

There are three changes that are explained below. These changes broaden coverage.

1. The following replaces the first paragraph of the Unnamed subsidiaries section.

**Unnamed subsidiaries.** Any of your subsidiaries, other than a partnership or joint venture, that isn't shown in the Introduction as a named insured is a protected person if you own more than 50% of it on the beginning date of this agreement.

2. The following replaces the first paragraph of the Newly acquired or formed organizations section.

**Newly acquired or formed organizations.** Any organization that you acquire or form while this agreement is in effect that isn't a partnership or joint venture is

a protected person if you own more than 50% of it.

3. The following replaces the first paragraph of the Unnamed partnership, joint venture, or limited liability company exclusion.

**Unnamed partnership or joint venture.** We won't cover injury or damage or medical expenses that result from the conduct of any current or past partnership or joint venture that isn't shown in the Introduction as a named insured.

**Other Terms**

All other terms of your policy remain the same.

## **Rate Information**

Rate data does NOT apply to filing.

## Supporting Document Schedules

<b>Satisfied -Name:</b> Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b> Approved	08-02-2007
<b>Comments:</b>		
<b>Attachments:</b> AR NAIC Transmittal Doc.pdf NAIC Form Filing Schedule wG0782.pdf		
<b>Satisfied -Name:</b> Cover letter	<b>Review Status:</b> Approved	08-02-2007
<b>Comments:</b>		
<b>Attachment:</b> AR 2007-06-0077 filing letter.pdf		
<b>Satisfied -Name:</b> Forms Memo	<b>Review Status:</b> Approved	08-02-2007
<b>Comments:</b>		
<b>Attachment:</b> 2007-06-0077 CW Forms Memo wG0782.pdf		
<b>Satisfied -Name:</b> Index of Forms	<b>Review Status:</b> Approved	08-02-2007
<b>Comments:</b>		
<b>Attachment:</b> 2007-06-0077 CW Index of Forms wG0782.pdf		
<b>Satisfied -Name:</b> Arkansas Required Endorsement	<b>Review Status:</b> Approved	08-02-2007
<b>Comments:</b>		
<b>Attachment:</b> 40516____2006-11-01____.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 border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">New Business</td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">Renewal Business</td> <td></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> Travelers	<b>Group NAIC #</b> 3548																
<b>4. Company Name(s)</b> St. Paul Fire and Marine Insurance Company St. Paul Mercury Insurance Company St. Paul Guardian Insurance Company	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Domicile</th> <th style="width: 15%;">NAIC #</th> <th style="width: 15%;">FEIN #</th> <th style="width: 15%;">State #</th> </tr> </thead> <tbody> <tr> <td>MN</td> <td>24767</td> <td>41-0406690</td> <td></td> </tr> <tr> <td>MN</td> <td>24791</td> <td>41-0881659</td> <td></td> </tr> <tr> <td>MN</td> <td>24775</td> <td>41-0963301</td> <td></td> </tr> </tbody> </table>	Domicile	NAIC #	FEIN #	State #	MN	24767	41-0406690		MN	24791	41-0881659		MN	24775	41-0963301	
Domicile	NAIC #	FEIN #	State #														
MN	24767	41-0406690															
MN	24791	41-0881659															
MN	24775	41-0963301															
<b>5. Company Tracking Number</b>	<b>2007-06-0077</b>																
<b>Contact Info of Filer(s) or Corporate Officer(s)</b> [include toll-free number]																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">6. Name and address</th> <th style="width: 15%;">Title</th> <th style="width: 15%;">Telephone #s</th> <th style="width: 15%;">FAX #</th> <th style="width: 30%;">e-mail</th> </tr> </thead> <tbody> <tr> <td>Carol Letendre 385 Washington St. St. Paul, MN 55102</td> <td>Sr. Regulatory Analyst</td> <td>651.310.7110 800.328.2189 Ext: 07110</td> <td>651.310.4361</td> <td>cletendr@travelers.com</td> </tr> </tbody> </table>	6. Name and address	Title	Telephone #s	FAX #	e-mail	Carol Letendre 385 Washington St. St. Paul, MN 55102	Sr. Regulatory Analyst	651.310.7110 800.328.2189 Ext: 07110	651.310.4361	cletendr@travelers.com	<b>7. Signature of authorized filer</b> 						
6. Name and address	Title	Telephone #s	FAX #	e-mail													
Carol Letendre 385 Washington St. St. Paul, MN 55102	Sr. Regulatory Analyst	651.310.7110 800.328.2189 Ext: 07110	651.310.4361	cletendr@travelers.com													
<b>8. Please print name of authorized filer</b>	Carol Letendre																
<b>Filing information</b> (see General Instructions for descriptions of these fields)																	
<b>9. Type of Insurance (TOI)</b>	18.0 Product Liability																
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	18.1000 Product Liability – Claims-Made																
<b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]																	
<b>12. Company Program Title</b> (Marketing title)	Technology Program																
<b>13. 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. Effective Date(s) Requested</b>	New: August 24, 2007                      Renewal: Aug. 24, 2007																
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																
<b>16. Reference Organization</b> (if applicable)	N/A																
<b>17. Reference Organization # &amp; Title</b>	N/A																
<b>18. Company's Date of Filing</b>	July 25, 2007																
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved																

## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	2007-06-0077
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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This filing proposes new forms to be attached to our Technology Medical and Biotechnology General Liability coverages. Please refer to the enclosed Index of Forms and Forms Memorandum for details regarding the endorsements being placed on file.

<b>22. Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
---

**Check #:** NA – SERFF EFT  
**Amount:** \$50.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>2007-06-0077</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>N/A</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Extended Reporting Period Endorsement – Technology Medical and Biotechnology Products and Completed Work Liability	G0782 Ed. 2-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
02	Bodily Injury Redefined and Health Care Professional Services Exclusion Endorsement – Technology Medical and Biotechnology Commercial General Liability	G0794 Ed. 6-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
03	Products and Completed Work Exclusion Endorsement – Technology Medical and Biotechnology Commercial General Liability	G0795 Ed. 6-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
04	Unnamed or Newly Acquired or Formed Limited Liability Companies Endorsement – Technology Medical and Biotechnology Commercial General Liability	G0796 Ed. 6-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A - New	N/A - New
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



**Carol Letendre**  
Sr. Regulatory Analyst  
Regulatory Affairs, Business Insurance  
385 Washington Street, 9275-NB14L  
St. Paul, MN 55102  
Direct: (651) 310-7110; Fax: (651) 310-4361  
Toll Free: (800) 328-2189 Ext. 07110  
cletendr@travelers.com

July 25, 2007

Commissioner Julie Benafield Bowman  
Commissioner of Insurance  
State of Arkansas  
1200 West Third Street  
3<sup>rd</sup> and Cross  
Little Rock, Arkansas 72201-1904

**ST. PAUL FIRE AND MARINE INSURANCE COMPANY – 3548-24767**

**ST. PAUL MERCURY INSURANCE COMPANY – 3548-24791**

**ST. PAUL GUARDIAN INSURANCE COMPANY – 3548-24775**

Other Liability

Technology Medical and Biotechnology

New Forms Submission

**Our Company Filing Number: 2007-06-0077**

Dear Madam:

In compliance with the insurance laws and regulations of your state we respectfully submit our new endorsements to be used with our Technology Medical and Biotechnology Products and Completed Work Protection – Claims-Made Program.

This filing proposes new forms to be attached to our Technology Medical and Biotechnology General Liability coverages. Please refer to the enclosed Index of Forms and Forms Memorandum for details regarding the endorsements being placed on file.

We plan to implement these changes with respect to policies effective on or after **August 24, 2007**. Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Yours truly,

*Carol Letendre*

Carol Letendre  
Senior Regulatory Analyst  
CL/kac

Enclosures

## Technology Medical and Biotechnology Form Memorandum

This filing proposes new forms to be used with our Technology Medical and Biotechnology General Liability coverage forms.

Form G0782 is an optional form that broadens coverage. The premium for this coverage will be determined using the rating rule approved in our rate manual Supplement 12.

Forms G0794, G0795, and G0796 will be attached to our Technology Medical and Biotechnology General Liability form G0152 and used when we are also providing products and completed work coverage under our Medical and Biotechnology Products and Completed Works Liability Protection – Claims-Made, form G0773.

The objective of endorsement G0796 is to modify coverage in policy form G0152 to be identical to that provided in G0773 as respects limited liability companies. The objective of G0794 is to modify coverage in G0152 to be identical to that provided in G0773 as respects the definition of bodily injury and includes a Health Care Professional Services Exclusion. Form G0795 excludes products and completed work coverage from form G0152 as this coverage is provided by G0773. The use of these mandatory endorsements will coordinate the coverages on the two policy forms. There is no rate impact associated with these forms.

## Technology Medical and Biotechnology Index of Forms

<b><u>Form No.</u></b>	<b><u>Ed./Rev.</u></b>	<b><u>Form Name</u></b>
G0782	2-07	Extended Reporting Period Endorsement – Technology Medical and Biotechnology Products and Completed Work Liability
G0794	6-07	Bodily Injury Redefined and Health Care Professional Services Exclusion Endorsement – Technology Medical and Biotechnology Commercial General Liability
G0795	6-07	Products and Completed Work Exclusion Endorsement – Technology Medical and Biotechnology Commercial General Liability
G0796	6-07	Unnamed or Newly Acquired or Formed Limited Liability Companies Endorsement - – Technology Medical and Biotechnology Commercial General Liability

## ARKANSAS REQUIRED ENDORSEMENT

This endorsement changes your policy to comply with, or otherwise respond to, Arkansas law.

Therefore, each change made by this endorsement applies only to the extent:

- required by Arkansas statutory or regulatory law; or
- specifically described in the part of this endorsement which makes that change.

As a result, if the address shown for you in the Introduction of your policy is outside Arkansas, each change that's made to comply with Arkansas statutory or regulatory law applies only if, and to the extent, your policy provides coverage for:

- a loss of or to, or that results from, property in Arkansas; or
  - a loss that results from your operations in, or which affect, Arkansas;
- and such statutory or regulatory law applies to such coverage.

Do not attach this form to a policy. It is for informational use only.

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agents. If this isn't possible, notify us by mail and include the date the coverage is to end. The first named insured will get a refund for the unused premium, less a charge for early cancellation. We'll figure your refund in that case by following our customary short-rate schedule in effect. However, we'll keep at least \$100 as a minimum charge. If the policy premium is \$100 or less, no refund will be made.

**How we can cancel policies in effect 60 days or less.** If your policy has been in effect 60 days or less, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured at least 30 days before coverage will end.

**How we can cancel policies in effect more than 60 days.** If your policy has been in effect more than 60 days, or is a continuation policy, we can cancel only for the following reasons.

1. *Nonpayment of premium.*
2. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you or your representative have committed fraud or made a material misrepresentation.
3. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a material change occurs in the risk we're protecting that increases the hazard we're insuring against.
4. *Violation of local law.* We can cancel if you violate any local fire, health, safety, or building regulation that involves covered property. But only if doing so

### Cancellation

The Cancellation section of the General Rules is replaced by the following.

The first named insured can cancel this policy in whole or part at any time.

To cancel, the first named insured must deliver the policy, or the part to be canceled, to us or to any of our authorized

increases any hazard you're insured against.

5. *Nonpayment of membership dues.* We can cancel if you fail to pay required membership dues to an organization where our laws require that you are a member to have this insurance.
6. *Breaking the rules of this policy.* We can cancel this policy if you violate any of this policy's rules.

If we cancel for any of these reasons, we'll mail or deliver a notice to the first named insured. If we cancel for nonpayment of premium, we'll send the notice at least 10 days before coverage will end. If we cancel for any other reason, we'll send the notice at least 30 days before coverage will end. The notice will state the reason for cancellation.

**Nonrenewal.** If we decide not to renew this policy, we'll mail to the first named insured shown in the Introduction written notice of nonrenewal at least 60 days before:

- its expiration date; or
- its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

We'll also send such notice to any lien holder or loss payee named in your policy.

However, we are not required to send this notice if nonrenewal is due to the first named insured's failure to pay any premium required for renewal.

We'll mail our notice to the mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

But the provisions of this section don't apply to mortgage holders. Instead, refer to the Property Protection - If Your Building Is Mortgaged section of this Arkansas Required Endorsement.

**Policies issued for more than one year.** We may issue this policy for a period of more than 12 months with the premium adjusted each year using our rates and rules in effect that year.

**Unused premium.** If this policy is canceled, we'll send any premium refund that's due to the first named insured. We'll figure the premium on a pro-rata basis if:

- we cancel the policy;
- we cancel the policy, but re-issue the policy under another member company of the St. Paul Group;
- the policy is canceled because you no longer have an insurable interest in the property or business operation that's being insured; or
- the policy is canceled after the first year of a policy that was prepaid and written for a period of more than one year.

Cancellation will take effect regardless whether or not we've made or offered a refund.

**Special premium refund rules - the minimum amounts we'll keep.** If the first named insured cancels the policy for a reason other than one we have just described, we'll refund 90% of the unearned premium figured on a pro-rata basis. But you'll never pay less than the minimum premium that is shown in the Introduction. We'll keep at least \$100 of the unused premium, in most cases, if the first named insured decides to cancel. The following are exceptions:

- We'll keep at least \$250 of any unused premium for Boiler and Machinery or Systems/Equipment Breakdown Protection.
- We'll keep the minimum premium we figured for any annual period for the Premises/Operations Coverage and the Products/Completed Operations Coverage of any Commercial General Liability Protection.
- If Commercial Auto Protection covers only snowmobiles or golfmobiles, we'll keep \$100 or the whole premium we figured for this Commercial Auto Protection.
- If Commercial Auto Protection covers an auto with an attached amusement device, we'll keep the whole premium we figured for the amusement device and at least \$100 for the auto that the device was attached to.

### **Recovering Damages From A Third Party**

The following is added to the Recovering Damages From A Third Party section of the General Rules and changes that section as described.

Any right of recovery will belong to us only after the person or organization protected under your policy that had the loss is fully paid for that loss.

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### **Appraisal Of A Covered Loss Amount In Dispute Under Property Or Other First-Party Protection**

The following is added to the Appraisal Of A Covered Loss Amount In Dispute Under Property Or Other First-Party Protection section of the General Rules and changes that section as described:

The Appraisal Of A Covered Loss Amount In Dispute Under Property Or Other First-Party Protection section applies only if both you and we agree to a request for an appraisal. This procedure is voluntary. No demand can be made for an appraisal. Also, the umpire's agreement to one of the appraisals is not binding.

### **Lawsuits Against Us - Property Or Other First-Party Protection**

The following replaces the If your policy provides property or other first-party protection section of the Lawsuits Against Us section of the General Rules.

**If your policy provides property or other first-party protection.** Any suit to recover on a loss under any property or other first-party protection provided by your policy must begin within the period of time required by law.

### **Arbitration**

If your policy includes any agreement that contains a section that refers to arbitration, that section is replaced by the following.

We can choose either to repair or replace the property or to pay its actual cash value. In case of disagreement between you and us on the actual cash value or the cost of repair or replacement, the matter will be decided by arbitration.

Either party may make a written request for arbitration. However, arbitration will take place only if you and we agree voluntarily to have the value or cost of the property arbitrated. An arbitration decision won't be binding on either party. However, even if there is arbitration, we'll still retain our right to deny the claim.

### **Definition Of Pollutant - Replacement Or Addition As Required**

If any insuring agreement, endorsement, or other form in your policy contains an exclusion, limitation, or other coverage provision that applies to pollution, the following definition of pollutant:

- replaces the definition of pollutant, or the definition of pollutants, in that insuring agreement, endorsement, or other form if it contains a definition of that term; or
- is added to that insuring agreement, endorsement, or other form if it doesn't contain a definition of pollutant and it doesn't contain a definition of pollutants; whenever Arkansas law applies to determine whether that exclusion, limitation, or other coverage provision applies to a claim, suit, or loss. This change is in response to Arkansas case law that has interpreted such exclusions, limitations, or other coverage provisions without this wording.

*Pollutant* means any solid, liquid, gaseous, or thermal substance or material, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, and waste, that has an actual, alleged, or threatened irritating or contaminating effect on any person or property.

Pollutant includes any such substance or material, regardless of whether or not:

- the substance or material, or the particular form, type, or source of the substance or material, involved in the claim, suit, or loss is specifically identified or described in this definition, such as waste from manufacturing operations;
- the substance or material has or had a function in any business, operations, premises, or work site of yours or any other person or organization protected under this agreement, such as perchloroethylene (perc) for a dry cleaning business;
- the substance or material represents a major source of potential liability, loss, or damage for you or any other person or organization protected under this agreement, such as gasoline for a gasoline station; or
- you or any other person or organization protected under this agreement expects or considers the substance or material to be a pollutant.

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### **Property Protection - Arson Reporting Immunity Act Notice**

The Arson Reporting Immunity Act (Acts 1981, No. 123) provides that federal, state, county, or municipal agencies responsible for investigating fires may, by written request, require an insurer to release information relating to fire losses. Such information may include, but is not limited to, premium payment records, previous claim history, and fire loss investigative material. In addition, any insurer having reason to believe that a fire loss may be of other than accidental cause shall, in writing, notify an authorized agency of such finding. An insurer, or any person acting on its behalf, is immune from civil or criminal liability for any statement or action required by the Statute where actual malice is not present.

Insurers are required to make written disclosures of the Statute's requirements when a policy covering the fire exposure is issued. Also, an insurer providing information to an authorized agency must notify the insured within ninety (90) days and provide the named insured with a copy of the report sent to the agency.

### **Property Protection - Information Disclosure**

If fire loss occurs, we are required by state law to furnish relevant information relating to the loss to any state or federal law enforcement or other agency which has responsibility for investigation of fires if:

- the agency requests the information, or
- after investigating the fire, we have reason to believe it was not of accidental origin.

If we provide information to a fire investigation agency, we will:

- notify you of that action within 30 days; and
- send you a copy of the report.

### **Property Protection - If Your Building Is Mortgaged**

Your policy may include a property protection agreement which contains an If Your Building Is Mortgaged, or similarly titled, section. If it does, that section is replaced by the following.

If the Coverage Summary identifies a mortgage holder, this section applies. We'll make payments for losses to you and any mortgage holder based on the interest each has in the covered property.

**Rights of a mortgage holder.** A mortgage holder's right to receive payment won't be affected by any of the following:

- your actions or inactions, or those of the building's owner;
- foreclosure or other similar proceedings;
- changes in title; or
- use of the building for a more hazardous purpose than allowed by this agreement.

If you fail to make a claim for your loss to your building, your mortgage holder can make a claim by submitting a Proof Of Loss Statement. The same rules and conditions that apply to you will apply to the mortgage holder.

We'll consider trustees to have the same rights as mortgage holders.

**Duties of a mortgage holder.** Your mortgage holder must notify us upon learning that the insured building is being used for a purpose that increases the risk of damage. Your mortgage holder must also inform us upon learning that the building is being sold or that there's a change in occupancy.

If you fail to pay any premium under this agreement, we can request payment from the mortgage holder. We may also ask your mortgage holder to pay any extra premiums we require because the building is being used for more hazardous activities. If the mortgage holder chooses not to pay this extra premium, coverage will end.

We'll consider trustees to have the same duties as mortgage holders.

**Transfer of mortgage holder's rights to us.** If we make a payment to your mortgage holder for loss or damage that we claim isn't covered by this agreement, the mortgage holder's rights to recover that amount from you will then belong to us. But that won't affect your mortgage holder's rights to recover the remaining amount of the mortgage debt from you.

We also have the right to pay off the mortgage debt. If we do, we'll take over

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the mortgage holder's right to be repaid by you.

**Cancellation notice to mortgage holder.** We'll cover your mortgage holder's interest in your property for 30 days from the time we give the mortgage holder notice of cancellation of this agreement - 10 days if we're canceling for non-payment of premium.

**Nonrenewal notice to mortgage holder.** If we decide not to renew this policy, we'll mail or deliver a nonrenewal notice to the mortgage holder:

- as soon as practicable if the nonrenewal is due to the failure of the first named insured to pay the premium required for renewal; or
- 60 days before the expiration date of the policy if we nonrenew the policy for any other reason.

#### **Liability Protection - Punitive Damages Exclusion**

Your policy may include a liability agreement that contains a punitive damages exclusion. If it does, that exclusion is replaced by the following.

**Punitive damages.** We won't cover claims for punitive damages. Punitive damages are damages imposed to punish a wrongdoer and deter others from similar conduct.

#### **Claims-Made Liability Protection - Claim Information**

If your policy includes claims-made liability protection, other than medical professional liability protection, the following general rule is added for that protection.

We'll send the first named insured the claim information described below in connection with your claims-made liability protection. But we'll only provide this information for the years you had the claims-made liability protection with us, or for the past three years, whichever is less.

- The amount of loss payments on closed claims, including the date and description of each event.
- The amount of loss reserve and payments on claims that are still open, including the date and description of each event. The reserve amount, if any, is based on our judgment. A reserve amount may be

subject to change and shouldn't be considered as a final settlement value.

- The date and description of each event reported to us for which no amounts have been paid or reserved.

We'll provide this information within 15 days of when we send our notice of cancellation or non-renewal, when we are canceling or electing not to renew the claims-made liability protection. Otherwise, we will provide this information within 30 days after we receive a request for it by the first named insured. However, the request must be received within 60 days after the end of the policy period.

We collect this information for our own business purposes. We do so as carefully and accurately as we can. In giving this information to the first named insured, we don't make any warranties or promises to anyone that this information has no errors. Any cancellation or non-renewal will take effect even if we accidentally provide incorrect information.

#### **Claims-Made Liability Protection - Extended Reporting Period**

If your policy includes claims-made liability protection, other than medical professional liability protection, the following changes apply to that insuring agreement to the extent it doesn't already contain them.

1. The following is added to the When This Agreement Covers section of that insuring agreement.

The limited reporting period will be no less than 60 days.

We'll offer an extended reporting period if this agreement is canceled or not renewed for any reason. Such offer will be made even if, at the time of cancellation or nonrenewal, you owe us:

- premium for this agreement; or
- repayment of a deductible under this agreement.

The extended reporting period starts when the limited reporting period ends and doesn't replace the limited reporting period.

The additional premium for any extended reporting period will be figured in

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accordance with our rules and rates in effect on the beginning date of the last policy year of this agreement.

An Extended Reporting Period Endorsement will take effect if the additional premium for the extended reporting period is paid when due.

2. The following is added to the How the limits of coverage apply to the limited and extended reporting periods, or similarly titled, section.

Any aggregate or total limit of coverage that applies while this agreement is in effect will be renewed for the extended reporting period. Such aggregate or total limit will be no less than the greater of:

- the amount of that limit remaining as of the ending date of this agreement; or
- 50% of that limit as of the beginning date of this agreement.

**Professional Liability Protection - Pollution Exclusion - Hostile Fire Smoke Exception**

If your policy includes professional liability protection, and the Pollution exclusion in such protection doesn't provide an exception for hostile fire smoke, the following is added to that exclusion.

However, we won't apply this exclusion to loss that results from hostile fire smoke.

*Hostile fire smoke* means only the smoke that results from a hostile fire that:

- is at, on, in, or from any premises, site, or location, other than a waste site; and
- is not caused by pollution work being performed by or for the protected person.

*Hostile fire* means a fire which:

- becomes uncontrollable; or
- breaks out from where it was intended to be.

*Waste site* means any premises, site, or location that is or was at any time used by or for any protected person or others for the handling, storage, disposal, processing, or treatment of waste.

*Pollution work* means:

- The testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing of any pollutant; or
- The responding to, or assessing, in any way the effects of any pollutant.

**Defense Research Institute Lawyers Professional Liability Protection - Claims-Made**

If your policy includes Defense Research Institute Lawyers Professional Liability Protection - Claims-Made, the following is added to the When This Agreement Covers section of that insuring agreement.

We'll also apply the limited reporting period for the last policy year that this agreement is in effect to claims or suits for loss covered by this agreement, or disciplinary proceedings that result in disciplinary proceeding expenses covered by this agreement, that are first made or brought against a protected person, and are first reported to us, during that limited reporting period.

**Other Terms**

All other terms of your policy remain the same.