

Filing at a Glance

Companies: Utica Mutual Insurance Company, Graphic Arts Mutual Insurance Company
Product Name: Printers Program SERFF Tr Num: UTCX-125256396 State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: AR-PC-07-025742
Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: GL AR09168CGF01 State Status:
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: SPI UticaNational Disposition Date: 08-13-2007
Date Submitted: 08-08-2007 Disposition Status: Approved
Effective Date Requested (New): 12-01-2007 Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):

General Information

Project Name: Printers Program Status of Filing in Domicile:
Project Number: GL AR09168CGF01 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 08-13-2007
State Status Changed: 08-08-2007 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

Our companies would like to implement a revision to our Graphic Arts Errors and Omissions Liability Coverage Form (8-C-1365) and corresponding declarations page (8-D-1365). Please refer to the attached explanatory memorandum which describes the revisions made to these previously approved forms.

At this time we would also like to introduce two new endorsements for use with this program (8-E-3625 and 8-E-3626). Our explanatory memorandum also briefly states the intent of these endorsements.

Company and Contact

Filing Contact Information

Linda Lape, Senior State Filings Coordinator linda.lape@uticanational.com
180 Genesee Street (315) 734-2098 [Phone]
New Hartford, NY 13413 (315) 734-2252[FAX]

Filing Company Information

Utica Mutual Insurance Company CoCode: 25976 State of Domicile: New York
180 Genesee Street Group Code: 201 Company Type:
New Hartford, NY 13413 Group Name: Utica National State ID Number:

Insurance Group

(315) 734-2000 ext. [Phone]

FEIN Number: 15-0476880

Graphic Arts Mutual Insurance Company

CoCode: 25984

State of Domicile: New York

180 Genesee Street

Group Code: 201

Company Type:

New Hartford, NY 13413

Group Name: Utica National

State ID Number:

Insurance Group

(315) 734-2000 ext. [Phone]

FEIN Number: 13-5274760

Filing Fees

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

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08-13-2007	08-13-2007

Disposition

Disposition Date: 08-13-2007

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	Explanatory Memorandum	Approved	Yes
Form	Graphic Arts Errors and Omissions Liability Coverage Form	Approved	Yes
Form	Graphic Arts Errors and Omissions Legal Liability Declarations	Approved	Yes
Form	Rework Expense Coverage	Approved	Yes
Form	Infringement of Intellectual Property Coverage	Approved	Yes
Form	Policyholders Notice - Changes To The Graphic Arts Errors And Omissions Liability Coverage Form	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Graphic Arts Errors and Omissions Liability Coverage Form	8-C-1365	Ed. 04-2007	Endorsement/Amendment/Conditions Replaced	8-C-1365	0.00	8-C-1365.PDF
Approved	Graphic Arts Errors and Omissions Legal Declarations	8-D-1365	Ed. 04-2007	Declaration Replaced	8-D-1365	0.00	8-D-1365.PDF
Approved	Rework Expense Coverage	8-E-3624	Ed. 04-2007	Endorsement/Amendment/Conditions New		0.00	8-E-3624.PDF
Approved	Infringement of Intellectual Property Coverage	8-E-3625	Ed. 04-2007	Endorsement/Amendment/Conditions New		0.00	8-E-3625.PDF
Approved	Policyholders Notice - Changes To The Graphic Arts Errors And Omissions Liability Coverage Form	8-L-2127	Ed. 04-2007	Policy/Coverage New Form		0.00	8-L-2127.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

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 Declarations. The words "we," "us," and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I - GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY COVERAGE

1. Insuring Agreement

We will pay all "loss" to which this insurance applies. This insurance applies only to "loss" resulting from a "wrongful act" committed during the "policy period" in the "coverage territory". We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false, or fraudulent. However, we will have no duty to defend an insured against any "suit" seeking damages for "loss" to which this insurance does not apply. We may, at our discretion, investigate any allegation of a "wrongful act" and settle any claim or "suit" that may result. But:

- a. The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and
- b. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of "loss".

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments**.

2. Exclusions

This insurance does not apply to:

- a. (1) "Loss" 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 of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of "pollutants".
- b. "Loss" resulting from:
 - (1) "Bodily injury"; or
 - (2) "Personal and advertising injury".
 - c. "Loss" arising out of the rendering or failure to render any professional services by or for you relating to:
 - (1) Preparing or approving; or failing to prepare or approve; maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and/or
 - (2) Supervisory, inspection, or engineering services.
 - d. "Loss" to:
 - (1) Property the insured owns, rents, or occupies; or
 - (2) Premises the insured sells, gives away, or abandons, if the "loss" arises out of any part of those premises.

- e. Costs or damages incurred for correction, repair, or replacement of:
 - (1) "Your product", arising out of such products or any part of such products; or
 - (2) "Your work", arising out of the work or any portion thereof.

This exclusion does not apply:

- (i) If the damaged work or the work out of which the damage arose was performed on your behalf by a subcontractor; or
 - (ii) To damages for expenses of your client claimed for the withdrawal or inspection of such products or work because of any known or suspected defects or deficiency therein.
- f. Any "loss", damages, costs or expenses either expected or intended from an insured's standpoint.

g. "Loss":

- (1) With respect to which an insured under this insurance is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- (3) Resulting from the "hazardous properties" of "nuclear material," if:
 - (a) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of by or on behalf of an "insured"; or

- (c) The "loss" arises out of the furnishing by an insured of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "loss" to such "nuclear facility" and any property thereat.

As used in this exclusion:

"Hazardous properties" include radioactive, toxic, or explosive properties; "Nuclear material" means "source material," "special nuclear material," or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meaning given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing, or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, evacuation, premises, or place prepared or used for the storage or disposal of "waste;" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Loss" includes all forms of radioactive contamination of property.

- h.** Liability assumed by an insured under contract or agreement, but this exclusion does not apply to liability that the insured would have in the absence of such contract or agreement.
- i.** "Loss" arising out of entry forms, tickets, or similar items for lotteries, raffles, sweepstakes or other games of chance.
- j.** "Loss" resulting from:
 - (1)** Cost guarantees;
 - (2)** Estimates of probable costs or cost estimates being exceeded;
 - (3)** Any default by or on behalf of the insured with respect to the performance of any contract or agreement.Paragraph **(3)** of this exclusion does not apply if such default is the result of errors, omissions, or negligent acts committed in the course of providing or arising out of "graphic arts services" during the "policy period."
- k.** "Loss" resulting from the ownership, maintenance, operation, or use, including loading or unloading, of any kind of automobile, aircraft, watercraft, or motor vehicle.
- l.** "Loss" for which any other Coverage Part of this policy provides coverage or would have provided coverage except for:
 - (1)** Any attached endorsement limiting, restricting, or excluding coverage; or
 - (2)** Exhaustion of limits by payment of claims.
- m.** Any obligation of an insured under a workers compensation, disability benefits, or unemployment compensation law or similar law.
- n.** "Loss" to:
 - (1)** An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

- (2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
- (2)** To any obligation to share damages with or repay someone else who must pay damages because of injury.

- o.** "Loss" based upon or attributable to an insured gaining any personal profit or advantage to which the insured was not legally entitled.
- p.** "Loss" resulting from any obligation imposed under the Employee Retirement Income Security Act (E.R.I.S.A.) of 1974 as now or hereafter amended or from any obligation arising from an insured's activities in a fiduciary capacity as respects any employee benefit plan.
- q.** "Loss" resulting from or arising out of unfair competition, price fixing, restraint of trade, unfair trade practice, or any other violation of antitrust law.
- r.** "Loss" resulting from or arising out of infringement of any intellectual property including but not limited to copyright, title, slogan, patent, trademark, trade dress, trade name, service mark, service name, advertising idea or concept, or designation of origin or authenticity.
- s.** Theft of any intellectual property.
- t.** "Loss" resulting from or arising out of discrimination or harassment on the basis of race, sex, age, disability, ethnic background, religious or sexual preference, or other similar factor.
- u.** "Loss" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
 - (1)** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
 - (2)** The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
 - (3)** Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

3. Supplementary Payments

We will pay, with respect to any claim or "suit" we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the insured in the "suit". However, costs taxed against the insured do not include attorney fees awarded by a court as costs. Such attorney fees shall be considered "loss" and subject to the Limits of Insurance stated in the Declarations.
- e. Pre-judgment interest awarded against the insured on the part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative, if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period," whichever is earlier;
 - b. Coverage under this provision does not apply to "loss" from "wrongful acts" committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

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; or
 - c. Persons or organizations making claims or bringing "suits."
2. The Aggregate Limit For Each Annual Policy Year is the most we will pay for damages because of "losses" covered by this form.
3. Subject to 2. above, the Each Loss limit is the most we will pay for all "loss" from any one "wrongful act" or all "interrelated wrongful acts" of one or more insureds. Only one Deductible will be applied to all such "loss".

4. The limits 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.
5.
 - a. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the Deductible stated in the Declarations.
 - b. The Limit of Insurance for Each Loss applies in excess of the Deductible stated in the Declarations and shall not be reduced by application of the Deductible.
 - c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties in the event of "wrongful act", claim, or "suit" apply regardless of the application of the Deductible.
 - d. We may pay any part or all of the Deductible to effect settlement of any claim or "suit". Upon notification of the action taken you shall promptly reimburse us for such part of the Deductible paid by us.

SECTION IV - GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Wrongful Act, Claim, or Suit

- a. You must see to it that we are notified as soon as practicable of any "wrongful act" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when, and where the "wrongful act" took place;
 - (2) The names and addresses of any persons involved in the "wrongful act" and witnesses; and
 - (3) The nature of the harm resulting from the "wrongful act."
- b. If a claim is received by an insured, you must:
 - (1) Immediately record the specifics of the claim and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or a "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to an insured because of "loss" to which this insurance may also apply.
- d. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

This insurance is excess over any other valid and collectible insurance available to the insured for a "loss" we cover under this Coverage Part, except insurance that is written as excess over this insurance.

5. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

6. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

7. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

8. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

9. State Changes

Any state amendatory endorsement changing Cancellation or Nonrenewal Conditions for any part of this policy shall also apply to this Coverage Form.

SECTION V - DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico, and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The "loss" arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above, or in a settlement we agree to.
3. "Employee" includes a "leased worker."
4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
5. "Graphic arts services" means the manual or electronic activities that are solely related to the processing that is distinctive and customary to the graphic arts industry.
6. "Interrelated wrongful acts" means "wrongful acts" which arise out of and have as a common basis:
 - a. Related circumstances, situations, events, transactions or facts;
 - b. A series of related circumstances, situations, events, transactions or facts; or
 - c. A common pattern of conduct in providing "graphic arts services" to which this insurance applies.
7. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.
8. "Loss" means any amount which an insured is legally obligated to pay as damages for any claim to which this insurance applies and shall include judgments and settlements. "Loss" shall not include fines or penalties imposed by law, or other matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.
9. "Personal and advertising injury" means any direct or consequential injury arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
10. "Policy period" means that period stated in the declarations of the policy. But if this Coverage Part is issued subsequent to the issuance of the policy, the "policy period" hereunder will commence only as of the effective date of this Coverage Part and shall terminate with the policy termination.

- 11.** "Pollutants" means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
- 12.** "Suit" means a civil proceeding in which damages because of "loss" from a "wrongful act" to which this insurance applies are alleged. "Suit" includes:
 - a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 13.** "Wrongful act" means any negligent act, error, or omission committed in the course of providing and arising out of "graphic arts services" during the "policy period".
- 14.** "Your product" means goods or products manufactured, sold, or distributed by you or others trading under your name.
- 15.** "Your work" means work or operations performed by you or on your behalf and materials, parts, or equipment furnished in connection with such work or operations.

The following spaces preceded by an asterisk (*) need not be completed if this Coverage Part and the Policy have the same effective date.

**ATTACHED TO AND FORMING
PART OF POLICY NO.**

***EFFECTIVE DATE
OF COVERAGE FORM**

***ISSUED TO**

NAMED INSURED:

MAILING ADDRESS:

***POLICY PERIOD: FROM** _____ **TO** _____ **At 12:01 A.M. Standard Time at your mailing address shown above**

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.

GRAPHIC ARTS ERRORS AND OMISSIONS LEGAL LIABILITY DECLARATIONS

LIMITS OF INSURANCE

EACH LOSS LIMIT	\$	
AGGREGATE LIMIT	\$	For Each Annual Policy Year
DEDUCTIBLE AMOUNT	\$	Each Loss

PREMIUM

		Estimated Advance Premium
		\$
		\$
Minimum Premium	\$	Total Estimated Advance Premium
		\$

OTHER APPLICABLE FORMS AND ENDORSEMENTS †:

 (Authorized Representative) **

† Forms and endorsements applicable to this Coverage Part omitted if shown elsewhere in the policy.

** Entry optional if shown in Common Policy Declarations.

THESE DECLARATIONS AND THE POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

- d. The initiation of a "rework incident" will be deemed to have been made at the time you first made your decision to conduct or participate in a "rework incident". This applies regardless of whether the determination to conduct a "rework incident" is made by you or is requested by a third party.
- e. "Rework expenses" incurred to withdraw "your product" which contain the same or substantially similar defects will be deemed to have arisen out of the same "rework incident".

2. Exclusions

In addition to the exclusions in the Graphic Arts Errors And Omissions Liability Coverage Form, the following exclusions also apply:

This insurance does not apply to "rework expenses" arising out of:

a. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "rework incident" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

b. Deterioration, Decomposition Or Chemical Transformation

Any "rework incident" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

- (1) An error in manufacturing, design, or processing; or
- (2) Transportation of "your product".

c. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

d. Known Defect

A "rework incident", 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.

e. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

- (1) Banned from the market by an authorized government entity prior to the policy period; or
- (2) Distributed or sold by you subsequent to any governmental ban.

C. The Limits Of Insurance Section is replaced by the following:

LIMITS OF INSURANCE

1. Unless a revised Rework Incident Limit is shown in the Schedule, the most we will pay for any one "rework incident" is \$10,000.

The Rework Incident Limit is the most we will pay for all "rework expenses" from any one "rework incident".

Unless a revised Aggregate Limit is shown in the Schedule, the most we will pay for the sum of all "rework incidents" is \$50,000 for each annual policy period.

The applicable Per Rework Incident Limit and Aggregate Limit and the rules below determine the most we will pay regardless of the number of:

- a. Insureds;
- b. "Rework incidents" initiated;
- c. "Your products" withdrawn; or
- d. Times "your work" must be corrected.

2. The Aggregate Limit is the most we will reimburse you for the sum of all "rework expenses" incurred for all "rework incidents" initiated during the policy period. The Aggregate Limit for this Rework Coverage applies separately to each consecutive annual policy period and to any remaining policy 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 policy period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance.

3. Deductible

We will only pay for the amount of "rework expenses" which are in excess of the deductible amount, if any, shown in the Schedule of this endorsement. The deductible applies separately to each "rework incident". 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.

D. The following conditions are added to **Graphic Arts Errors And Omissions Liability Conditions:**

1. Duties In The Event Of A Rework incident

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 "rework incident". 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 "rework incident" is initiated, you must:

- (1) Immediately record the specifics of the "rework incident" 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 "rework incident" as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a "rework incident". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "rework expenses".

d. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the "rework incident";
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the "rework incident".

2. Concealment Or Fraud

We will not provide coverage under 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 "rework incident" or "rework expenses" incurred by you under Section I of this endorsement.

E. The following definitions are added to the **Definitions Section:**

1. "Profit" means the positive gain from business operation after subtracting for all expenses.
2. "Rework expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "rework incident".
 - a. Costs of notification;
 - b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - c. Costs of overtime paid to your regular non-salaried 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 to provide "graphic arts services";
 - f. Costs of transportation, shipping or packaging;
 - g. Costs of warehouse or storage space; or
 - h. Costs of proper disposal of "your product", or products that contain "your product", that can not be reused, not exceeding your purchase price or your cost to produce the products.

"Rework expenses" shall not include any:

- (1) Costs or expenses to defend or investigate a claim or "suit" against you for liability arising out of a "rework incident"; or
 - (2) Compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.
3. "Rework incident" means your determination to incur "rework expenses" to withdraw, inspect or correct mistakes connected with known or suspected defects, deficiencies, or inadequacies with "your product" or "your work".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INFRINGEMENT OF INTELLECTUAL PROPERTY COVERAGE

This endorsement modifies insurance provided under the following:

GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

SCHEDULE*

Infringement of Intellectual Property	\$	Each Loss Limit of Insurance
	\$	Aggregate Limit of Insurance

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

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

Only with respect to the coverage provided by this endorsement, the **GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM** is amended as follows:

- A. Under Paragraph 2. Exclusions of Section I - **Graphic Arts Errors And Omissions Liability Coverage**, exclusion r. does not apply.
- B. **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:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Each Loss Infringement of Intellectual Property Limit shown in the Schedule is the most we will pay for all Infringement of Intellectual Property "loss" to which this insurance applies arising out of any one "wrongful act" or all "interrelated wrongful acts" of one or more insureds.

3. The Aggregate Limit shown in the Schedule is the most we will pay for the sum of all Infringement of Intellectual Property "losses" covered by this form.

The Limits of Insurance for this Infringement of Intellectual Property Coverage apply separately to each consecutive annual policy period and to any remaining policy 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 policy period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Liability.

POLICYHOLDERS NOTICE - CHANGES TO THE GRAPHIC ARTS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

THIS POLICYHOLDERS NOTICE PROVIDES A SUMMARY OF RECENT COVERAGE CHANGES THAT APPLY TO YOUR POLICY. THIS NOTICE PROVIDES NO COVERAGE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. FOR COMPLETE INFORMATION ON YOUR COVERAGES, READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

THIS NOTICE HIGHLIGHTS THE SIGNIFICANT CHANGES IN COVERAGE BUT DOES NOT REFERENCE EVERY EDITORIAL CHANGE MADE IN THE FORMS AND NOT ALL COVERAGE FORMS MAY BE INCLUDED IN YOUR POLICY.

PLEASE READ THIS NOTICE CAREFULLY.

Reductions of Coverage

- The exclusion for loss or damage expected or intended by the insured was revised to also exclude any costs or expenses
- The exclusion pertaining to lotteries or other games of chance was revised to also exclude raffles and sweepstakes
- Exclusions were added for the following:
 - Unfair competition
 - Infringement of intellectual property
 - Theft of intellectual property
 - Discrimination or harassment
 - Actions or omissions that violate or are alleged to violate the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act of 2003, or any other statute, ordinance or regulation that prohibits or limits the sending, transmitting, communicating or distribution of material or information

To the extent that coverage would have been provided in the past, the above changes represent a reduction of coverage.

- The Limits of Insurance section was revised to clarify that the Each Loss limit applies to any one wrongful act or interrelated wrongful acts of one or more insureds. This language represents a reduction in coverage by specifying that regardless of the number of insureds involved or the number of wrongful acts committed, only one limit applies as long as the wrongful acts are related in some way or manner.

Clarifications of Coverage

- Coverage for expenses incurred to correct your work was previously provided in Part **b.** of the Supplementary Payments section in the amount of \$10,000 per job subject to a \$50,000 annual aggregate. This coverage has been removed and is now provided by a separate Rework Expense Coverage endorsement that affords the same or higher limits as those described above.
- The definition of graphic arts services was revised to clarify that coverage applies to processing activities that are manual or electronic.
- The term "interrelated wrongful acts" was added to the Definitions section in conjunction with the revision to the Limits of Insurance section discussed above.
- The Supplementary Payments Section has been revised to reinforce that the coverage provided for court costs taxed against you in a suit does not apply to plaintiff's attorneys' fees or attorneys' expenses taxed against you. Such attorney fees shall be considered loss and subject to the Limits of Insurance stated in the Declarations. While this change is considered to be a reinforcement of coverage intent, it may result in a decrease in coverage in jurisdictions where courts have ruled that plaintiff's attorneys' fees or attorneys' expenses taxed against the insured can be levied as a supplementary payment.

Please consult with your agent or broker if you have any questions.



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Bypassed -Name:	Uniform Transmittal Document- Property & Casualty	Review Status: Approved	08-13-2007
Bypass Reason:	Information will generate with new version of SERFF		
Comments:			

Satisfied -Name:	Explanatory Memorandum	Review Status: Approved	08-13-2007
Comments:			
Attachment:	Explanatory Memorandum.PDF		

Explanatory Memorandum

8-C-1365 – Graphic Arts Errors and Omissions (E&O) Liability Coverage Form (revision)

This form provides errors and omissions coverage for entities involved in the graphic arts industry arising out of their providing graphic arts services. Coverage applies to wrongful acts committed during the policy period.

Changes made with this revision:

- The exclusion and definition for "personal Injury" was changed to "personal and advertising injury."
- The intentional acts exclusion was revised to also exclude costs and expenses.
- Exclusions for the following were added:
 - Unfair competition
 - Infringement of intellectual property
 - Theft of intellectual property
 - Discrimination or harassment
 - Actions or omissions that violate or are alleged to violate the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act of 2003
- Wording was added to the Limits of Liability section to clarify that the each "loss" limit applies to any one "wrongful act" or "interrelated wrongful acts" of one or more insured's.
- Part **b.** of the Supplementary Payments section was removed and has been replaced by a separate re-work coverage endorsement that can provide higher limits. A copy of this endorsement is included with this filing.
- The definition of graphic arts services was revised to clarify that coverage applies to processing activities that are manual or electronic.
- The term "interrelated wrongful acts" was added to the Definitions section in conjunction with the revision to the Limits of Liability section discussed above.

8-D-1365 - Declarations page for Graphic Arts E&O Coverage Form (revision)

Our corresponding declarations form was editorially revised to be consistent with changes to the Graphic Arts E&O Liability Coverage Form.

8-E-3624 – Rework Expense Coverage (new)

This new endorsement provides correction of work coverage for entities involved in the graphic arts industry. In order to remain consistent with the rework coverage that was previously included in the Graphic Arts E&O Coverage Form, this endorsement is mandatory for no additional charge for all insured's at the default limits of \$10,000 per job / \$50,000 annual aggregate. For an additional charge, non-mailers are eligible for higher limits which are to be indicated via entry in the Schedule.

8-E-3625 – Infringement of Intellectual Property Coverage (new)

This new optional endorsement modifies the Graphic Arts Errors and Omissions Liability Coverage Form to provide coverage for unfair competition, infringement of copyright, theft or infringement of any other intellectual property.

8-L-2127 – Policyholders Notice – Changes to the Graphic Arts Errors and Omissions Liability Coverage Form (new)

This form notifies Graphic Arts insureds of the significant changes to the Graphic Arts E&O Coverage Form. This notice is mandatory and will be attached upon renewal.