

SERFF Tracking Number: SAFC-125257696 State: Arkansas  
First Filing Company: American Economy Insurance Company, ... State Tracking Number: AR-PC-07-026047  
Company Tracking Number: 07-0261  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: GL 07-0261  
Project Name/Number: Independent Form Filing/GL 07-0261

## Filing at a Glance

Companies: American Economy Insurance Company, American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, SAFECO Insurance Company of America  
Product Name: GL 07-0261 SERFF Tr Num: SAFC-125257696 State: Arkansas  
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: AR-PC-07-026047  
Made/Occurrence  
Sub-TOI: 17.0000 Other Liability Sub-TOI Co Tr Num: 07-0261 State Status:  
Combinations  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding  
Authors: Steve Darci, Glenda Murray Disposition Date: 09/20/2007  
Date Submitted: 09/11/2007 Disposition Status: Approved  
Effective Date Requested (New): 12/01/2007 Effective Date (New):  
Effective Date Requested (Renewal): 12/01/2007 Effective Date (Renewal):

## General Information

Project Name: Independent Form Filing Status of Filing in Domicile: Pending  
Project Number: GL 07-0261 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 09/20/2007  
State Status Changed: 09/11/2007 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:  
Submitting: CG 7600 1207 Beauty Parlors, Hair Styling Salons  
CG 7670 1207 Sexual Misconduct Coverage Endorsement  
CG 8603 1207 Ultra Contractors Liability Plus Endorsement  
CG 8616 1207 Ultra Specialty Services Liability Plus Endorsement  
CG 8674 1207 Contractors Liability Plus Endorsement  
Replacing: CG 7600 1001 Beauty Parlors, Hair Styling Salons



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Seattle, WA 98105-9903 Group Name: State ID Number:  
(206) 545-5000 ext. [Phone] FEIN Number: 35-0145400  
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First National Insurance Company of America CoCode: 24724 State of Domicile: Washington  
4333 Brooklyn Ave NE Group Code: 163 Company Type:  
Seattle, WA 98105-9903 Group Name: State ID Number:  
(206) 545-5000 ext. [Phone] FEIN Number: 91-0742144  
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General Insurance Company of America CoCode: 24732 State of Domicile: Washington  
4333 Brooklyn Ave NE Group Code: 163 Company Type:  
Seattle, WA 98105-9903 Group Name: State ID Number:  
(206) 545-5000 ext. [Phone] FEIN Number: 91-0231910  
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SAFECO Insurance Company of America CoCode: 24740 State of Domicile: Washington  
4333 Brooklyn Ave NE Group Code: 163 Company Type:  
Seattle, WA 98105-9903 Group Name: State ID Number:  
(206) 545-5000 ext. [Phone] FEIN Number: 91-0742148  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Economy Insurance Company	\$0.00	09/11/2007	
American States Insurance Company	\$0.00	09/11/2007	
First National Insurance Company of America	\$0.00	09/11/2007	
General Insurance Company of America	\$0.00	09/11/2007	
SAFECO Insurance Company of America	\$0.00	09/11/2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0001382483	\$50.00	09/10/2007

## State Specific

Check\_No: #0001382483  
Check\_Amt: 50.00  
Check\_Rec: 09-10-2007

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/20/2007	09/20/2007

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## Disposition

Disposition Date: 09/20/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Side-by-Side Comparison	Approved	Yes
Form	Beauty Parlors, Hair Styling Salons	Approved	Yes
Form	Sexual Misconduct Coverage Endorsement	Approved	Yes
Form	Ultra Contractors Liability Plus Endorsement	Approved	Yes
Form	Ultra Specialty Services Liability Plus Endorsement	Approved	Yes
Form	Contractors Liability Plus Endorsement	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Beauty Parlors, Hair Styling Salons	CG 7600	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 7600 1001 Previous Filing #:		CG_7600_122007.pdf
Approved	Sexual Misconduct Coverage Endorsement	CG 7670	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 7670 0101 Previous Filing #:		CG_7670_122007.pdf
Approved	Ultra Contractors Liability Plus Endorsement	CG 8603	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 8603 1001 Previous Filing #:		CG_8603_122007.pdf
Approved	Ultra Specialty Services Liability Plus Endorsement	CG 8616	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 8616 1001 Previous Filing #:		CG_8616_122007.pdf
Approved	Contractors Liability Plus Endorsement	CG 8674	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 8674 1002 Previous Filing #:		CG_8674_122007_.pdf

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BEAUTY PARLORS, HAIR STYLING SALONS OR BARBER SHOPS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to Paragraph **1.a.** of Section **I — Coverage A — Bodily Injury and Property Damage Liability**:

“Bodily injury” or “property damage” arising out of the rendering or failure to render professional services as a “beautician” shall be deemed to be caused by an “occurrence”.

All acts or omissions in the furnishing of these services to any one person will be considered one “occurrence.”
2. Subparagraph **j. (4)** of Paragraph **2.**, Exclusions of Section **I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:
  - (4) Personal property in the care, custody or control of the insured, except wigs or hairpieces not owned by the insured.
3. The following exclusions are added to Paragraph **2.**, Exclusions of Section **I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
  - r. “Bodily injury” or “property damage” caused by the willful violation of a statute or ordinance relating to professional services performed by a “beautician.”

This exclusion does not apply to the failure of an “insured” to perform predisposition tests.
  - s. “Bodily injury” or “property damage” arising out of:
    - (1) The removal of hair by electrolysis, thermolysis or any process using radio waves;
    - (2) Weight reducing treatments;
    - (3) Body massage other than massaging of the face, scalp, hands or feet;
- (4) The use of electrical or steam baths or saunas;
- (5) The use of radiation to tan the skin; or
- (6) Tattooing or intradermal application of any color pigments.
4. The following is added to Paragraph **2.**, Section **II — WHO IS AN INSURED**:
  - e. Your students, but only for acts within the scope of his or her instruction by you.
  - f. Any operator who rents or leases from you booth space, chairs, or any portion of the insured premises for the purpose of conducting services as a beautician, barber or manicurist, and any employee of such operator, but only for liability arising out of such services.

However, no student or operator is an “insured” for:

    - (1) “Bodily injury” or “personal injury” to you, to your partners or members (if you are a partnership or joint venture) or to an employee while in the course of his or her employment; or
    - (2) “Property damage” to property owned or occupied by or rented or loaned to:
      - (a) That operator or student, or any other operator or student;
      - (b) Any of your employees; or
      - (c) You, any of your “employees”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
5. “Beautician” means a beautician, barber or manicurist.

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POLICY NUMBER: =====

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## SEXUAL MISCONDUCT COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I — COVERAGES is amended to include the following:

#### SEXUAL MISCONDUCT COVERAGE

##### 1. INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of “injury” arising from actual or alleged “sexual misconduct”.
- b. We will have the right and the duty to defend the insured against any “suit” seeking those “damages.” We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. Our right and duty to defend end when we have used up the applicable limit of insurance as described below.

##### 2. LIMITS OF INSURANCE AND DEDUCTIBLE AMOUNT

- a. The Limits of Insurance shown in the Declarations for this coverage and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) Claims made or “suits” brought; or
  - (3) Persons or organizations making claims or bringing “suits”.
- b. The Aggregate Limit shown in the Declarations for this coverage is the maximum amount of “damages” we will pay for all covered “occurrences” of “sexual misconduct”.
- c. Subject to b. above, the Each Occurrence Limit shown in the Declarations for this coverage is the maximum amount of “damages” we will pay for each covered “occurrence” of “sexual misconduct”.

- d. Our obligation to pay for “damages” applies only to the amount of “damages” in excess of any deductible amount shown in the Declarations for this coverage. The deductible applies separately to each “occurrence”. Upon our request you will reimburse us for the amount of the deductible that we have paid.

##### 3. EXCLUSIONS

This insurance does not apply to:

- a. “injury” to:
  - (1) Any employee of the insured arising out of and in the course of employment;
  - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusions 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 “sexual misconduct”.

- b. “Injury” caused by one insured against another insured.

This exclusion does not apply to “injury” sustained by a “volunteer worker” while performing duties related to the conduct of your business.

- c. “Injury” arising out of the failure to report any incident of “sexual misconduct” where legally obligated to do so, or the withholding of pertinent information concerning such “sexual misconduct”.

- d. "Injury" arising out of exposure to any communicable disease.
- e. "Injury" arising out of any "sexual misconduct" which first takes place after the insured's license or right to practice has been revoked, suspended by or surrendered at the request of any regulatory authority.
- f. "Injury" arising out of any "sexual misconduct" about which, prior to the inception date of this coverage, the insured had knowledge, or otherwise had reason to anticipate a claim might result.
- g. "Injury" arising out of any "sexual misconduct" committed at the direction of the insured.
- h. "Injury" arising out of any "sexual misconduct" committed intentionally by the insured.
- i. Any obligation under any unemployment compensation law, worker's compensation law, disability benefits law, or similar laws.
- j. Liability of others assumed by any insured under any contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of such contract or agreement.

No other exclusions of the policy apply to this coverage.

#### 4. DEFINITIONS

SECTION V — DEFINITIONS is amended to include the following:

- a. "Damages" means any amount which an insured is legally obligated to pay for any covered claim, including judgments and settlements. But "damages" does not include:
  - (1) sanctions, fines or penalties; or
  - (2) punitive damages, multiples damages or exemplary damages, unless coverage for such damages is required by state law.
- b. "Injury" means "bodily injury", "property damage" or "personal and advertising injury".
- c. "Sexual misconduct" means:
  - (1) actual or threatened sexual abuse, sexual molestation or sexual exploitation and includes, but is not limited to, any verbal or non-verbal communication,

behavior or conduct of a sexual nature, or

(2) the negligent:

- 1. employment,
- 2. investigation,
- 3. supervision,
- 4. reporting to the proper authorities, or failure to so report, or
- 5. retention

of a person for whom any insured is or ever was legally responsible and whose conduct would be covered by Paragraph 4.c.(1) above.

Multiple "occurrences" of "sexual misconduct" to one person, whether consisting of one or any combination of these, by one person, or by two or more persons acting together, shall be deemed to be one "occurrence" of "sexual misconduct" and shall be subject to the coverage and per occurrence limit of insurance in effect at the time of the first "occurrence".

Regardless of the number of acts of "sexual misconduct", period of time over which such acts occur, or number of persons acted upon, all "injury" arising out of all covered "occurrences" of "sexual misconduct" by one person, or by two or more persons acting together, will be considered one "occurrence", and subject to the per "occurrence" limit of insurance.

#### 5. WHO IS AN INSURED

The following paragraph is added to Section II — WHO IS AN INSURED:

- 4. No person is an insured for "injury" arising out of "sexual misconduct":
  - a. committed by that person or which that person was involved in committing, or
  - b. about which that person had knowledge, but remained passive or failed to take action to prevent a recurrence of "sexual misconduct."

#### 6. APPLICATION OF COMMON POLICY CONDITIONS AND GENERAL LIABILITY COVERAGE FORM

Except to the extent expressed in this endorsement, the Common Policy Conditions and all sections of the Commercial General Liability Coverage Form apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ULTRA CONTRACTORS LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following coverages are added to SECTION I — COVERAGES:

#### COVERAGE D — VOLUNTARY PROPERTY DAMAGE and CARE, CUSTODY OR CONTROL COVERAGE

##### 1. Insuring Agreement

We will pay, at your request, for “property damage” to property of others caused by you, or while in your possession, arising out of your business operations and occurring during the policy period.

The most we will pay for “loss” arising out of any one “occurrence” is \$2,000. The most we will pay for the sum of all “losses” under this coverage is \$7,500. This is the most we will pay regardless of the number of insured’s or claims made.

##### 2. Exclusions

Coverage for Voluntary Property Damage and Care, Custody or Control does not apply to:

- a. “Loss” of property at premises owned, rented, leased, operated or used by you.
- b. “Loss” of property while in transit;
- c. “Loss” of property owned by, rented to, leased to, borrowed by or used by you;
- d. The cost of repairing or replacing:
  - (1) “Your work” defectively or incorrectly performed by you; or
  - (2) “Your product” manufactured sold or supplied by you;

unless the “property damage” is caused directly by you after delivery of “your product”

or completion of “your work” and resulting from a subsequent undertaking.

- e. “Loss” of property caused by or arising out of the “Products-completed operations hazard.”

##### 3. Deductible

We will not pay for “loss” in any one “occurrence” until the amount of “loss” exceeds \$250. We will then pay the amount of “loss” in excess of \$250, up to the applicable limit of insurance.

##### 4. Actual Cost

In the event of covered “loss”, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

##### 5. Definition

The following definition applies to Coverage D:

- a. “Loss” means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

#### EARNINGS FOR TIME OFF

Paragraph 1.d. of Section I — Supplementary Payments — Coverages A and B is replaced by the following:

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

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## **AGGREGATE LIMIT PER PROJECT**

SECTION III LIMITS OF INSURANCE — is amended to include the following:

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I).
  - 1.** A separate General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2.** The General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard,” and for medical expenses
- under COVERAGE C regardless of the number of:
    - a.** Insureds;
    - b.** Claims made or “suits” brought; or
    - c.** Persons or organizations making claims or bringing “suits.”
- B.** When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.
- C.** The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ULTRA SPECIALTY SERVICES LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following coverages are added to SECTION I — COVERAGES:

#### COVERAGE D — VOLUNTARY PROPERTY DAMAGE and CARE, CUSTODY OR CONTROL COVERAGE

##### 1. Insuring Agreement

We will pay, at your request, for “property damage” to property of others caused by you, or while in your possession, arising out of your business operations and occurring during the policy period.

The most we will pay for “loss” arising out of any one “occurrence” is \$2,000. The most we will pay for the sum of all “losses” under this coverage is \$7,500. This is the most we will pay regardless of the number of insureds or claims made.

##### 2. Exclusions

Coverage for Voluntary Property Damage and Care, Custody or Control does not apply to:

- a. “Loss” of property at premises owned, rented, leased, operated or used by you.
- b. “Loss” of property while in transit.
- c. “Loss” of property owned by, rented to, leased to, borrowed by or used by you.
- d. The cost of repairing or replacing:
  - (1) “Your work” defectively or incorrectly performed by you; or
  - (2) “Your product” manufactured sold or supplied by you;

unless the “property damage” is caused directly by you after delivery of “your product” or completion of “your work” and resulting from a subsequent undertaking.

- e. “Loss” of property caused by or arising out of the “Products-completed operations hazard”.

##### 3. Deductible

We will not pay for “loss” in any one “occurrence” until the amount of “loss” exceeds \$250. We will then pay the amount of “loss” in excess of \$250, up to the applicable limit of insurance.

##### 4. Actual Cost

In the event of covered “loss” you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

##### 5. Definition

The following definition applies to Coverage D:

“Loss” means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

#### LIMITED POLLUTION LIABILITY EXTENSION

Section I — COVERAGE A is amended as follows:

1. Exclusion f. under COVERAGE A (Section I) is replaced by the following:
  - f. (1) “Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”:
    - (a) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

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(b) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(1) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

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

(d) At or from a storage tank or other container, ducts or piping which is below or partially below the surface of the ground or water or which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" arises at or from any premises, site or location:

(i) Which is or was at any time owned or occupied by, or rented or loaned to, any insured; or

(ii) Which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

Subparagraph (d) does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

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

(a) Request, demand, order or statutory or regulation requirement that any insured or others test for, monitor,

clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

II. With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

A. The "Each Occurrence Limit" shown in the Declarations does not apply.

B. Paragraph 7. of LIMITS OF INSURANCE (Section III) does not apply.

C. Paragraph 1. of LIMITS OF INSURANCE (Section III) is replaced by the following:

1. The Limits of Insurance shown in the Declarations, or in the Schedule of this endorsement, 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".

D. The following are added to LIMITS OF INSURANCE (Section III):

8. Subject to 2. or 3. above, whichever applies, the Limited Pollution Liability Extension Aggregate Limit of \$10,000 is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C

because of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge,

dispersal, seepage, migration, release or escape of “pollutants”.

9. Subject to 8. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”.

## EARNINGS FOR TIME OFF

Paragraph 1.d. of SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced with the following:

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

## Coverage E — Lost Key Coverage

### 1. Insuring Agreement

We will pay, at your request, for the cost to replace or re-key locks caused by “loss” to a master key entrusted to the insured by the insured’s customer.

The most we will pay for “loss” in any one occurrence is \$1,000. The most we will pay during the policy term is \$2,500.

### 2. Exclusions

- a. Loss or damage to keys caused by any deterioration.
- b. Voluntary parting with the keys by you or anyone entrusted with the keys who is induced to do so by any fraudulent scheme, trick, device or false pretense.
- c. Loss or damage caused by or resulting from dishonest acts by you, your employees or authorized representatives or anyone

entrusted with the key, whether or not acting alone or in collusion with other persons.

### 3. Definition

The following definition applies to Coverage E:

“Loss” means accidental loss or damage.

## AGGREGATE LIMIT PER PROJECT

The following is added to SECTION III LIMITS OF INSURANCE:

- A. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I).
  1. A separate General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under COVERAGE C regardless of the number of:
    - a. Insureds;
    - b. Claims made or “suits” brought; or
    - c. Persons or organizations making claims or bringing “suits”.
- B. When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.
- C. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CONTRACTORS LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

**Name of Person or Organization:**

??  
??  
??  
??  
??  
??  
??  
??  
??  
??

**DUTY TO DEFEND**

Paragraph a. of SECTION I — COVERAGE A and COVERAGE B is replaced by the following:

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage” or “personal injury and advertising injury” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. Our duty to defend begins once you notify us of a “suit” as described in SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.b. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury”, “property damage”, or “personal injury or advertising injury” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:
  - (1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGES A

or B or medical expenses under COVERAGE C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B.

**EMPLOYERS LIABILITY**

The last paragraph of exclusion e. of SECTION I — COVERAGE A is replaced by the following:

This exclusion does not apply to liability assumed by the insured under an “insured contract” except for that part of a contract or agreement that indemnifies any person or organization for their sole liability.

**WRONGFUL EVICTION**

The following exclusion is added to SECTION I — COVERAGE B:

- The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises arising out of any:
- (1) “property damage” to the room, dwelling or premises; or
  - (2) “bodily injury” sustained through occupancy of a room, dwelling or premises.

**ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE**

The following paragraph is added to **SECTION II — WHO IS AN INSURED:**

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
  - a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the “bodily injury”, “property damage”, or “personal and advertising injury”.
  - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
    - (1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
      - (a) This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant in any premises leased to or rented to you;
      - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
    - (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
    - (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
      - (a) This insurance does not apply to any “occurrence” which takes place after the equipment lease expires;
      - (b) This insurance does not apply to “bodily injury” or “property damage” arising out of the sole negligence of such person or organization;
    - (4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of operations performed for the state or municipality;

- c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (2) Supervisory, inspection or engineering services.
- d. This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”.
- e. A person’s or organization’s status as an insured under this endorsement ends when your operations for that insured are completed.
- f. No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.
- g. The defense of any claim or “suit” must be tendered as soon as practicable to all other insurers which potentially provide insurance for such claim or “suit”.
- h. The insurance provided will not exceed the lesser of:
  - (1) The coverage and/or limits of this policy, or
  - (2) The coverage and/or limits required by said contract, agreement or permit.

**NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY**

Exclusion **g.** of **SECTION I — COVERAGE A** is replaced by the following:

- g. “Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented

or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft or watercraft; or
- (5) “Bodily injury” or “property damage” arising out of:
  - (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of “mobile equipment” if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of “mobile equipment”.
- (6) An aircraft you do not own provided it is not operated by any insured.

## TENANTS’ PROPERTY DAMAGE LIABILITY

When Damage To Premises Rented To You Limit is shown in the Declarations, **SECTION I — COVERAGE A**, exclusion **j.**, is replaced by the following:

### **j. Damage To Property**

“Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III — LIMITS OF INSURANCE**. Paragraph (2) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

Paragraph 6. of Section III is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **COVERAGE A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the higher of \$200,000 or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

#### **WHO IS AN INSURED – MANAGERS**

The following is added to Paragraph 2.a. of **SECTION II – WHO IS AN INSURED:**

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

#### **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B – BAIL BONDS**

Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

#### **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B – INDEMNITEES AND ADDITIONAL INSUREDS**

Paragraph 2.f.(1) (d) of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is replaced by the following:

- (d) Cooperate with us with respect to coordinating other applicable insurance and self-insured retention available to the indemnitee; and

#### **EMPLOYEES AS INSUREDS – HEALTH CARE SERVICE**

Paragraph 2.a.(1) d. of **SECTION II – WHO IS AN INSURED** is deleted, unless excluded by separate endorsement.

#### **EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS**

Paragraph 3.a. of **SECTION II – WHO IS AN INSURED** is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

#### **EXTENDED “PROPERTY DAMAGE”**

Exclusion a. of **SECTION I – COVERAGE A** is amended to read:

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

#### **INCREASED MEDICAL EXPENSE LIMIT**

The medical expense limit is amended to \$10,000.

#### **KNOWLEDGE OF OCCURRENCE**

The following is added to Paragraph 2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** Duties In The Event Of Occurrence, Offense, Claim Or Suit of:

Knowledge of an “occurrence”, claim or “suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

#### **INSURED CONTRACT**

The following definition is added to **SECTION V – DEFINITIONS**, Definition 9. “insured contract” paragraph f.:

- (4) That part of any contract or agreement that indemnifies any person or organization for the indemnitee’s sole tort liability.

#### **OTHER INSURANCE**

The first paragraph of Other Insurance of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If other valid and collectible insurance, or any self-insured retention, is available to the insured for a loss we cover under **COVERAGE A** or **B** of this Coverage Part, our obligations are limited as follows:

#### METHOD OF SHARING

The second paragraph of 4.c. Method of Sharing of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If any of the other insurance does not permit contribution by equal shares or is subject to a self-insured retention, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance or self-insured retention or both combined to the total applicable limits

of insurance of all insurers and the amount of any self-insured retention.

**UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following is added to Paragraph 6. Representations of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect

our right to collect additional premium or exercise our right of cancellation or non-renewal.

**LIBERALIZATION CLAUSE**

The following paragraph is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

*SERFF Tracking Number:* SAFC-125257696      *State:* Arkansas  
*First Filing Company:* American Economy Insurance Company, ...      *State Tracking Number:* AR-PC-07-026047  
*Company Tracking Number:* 07-0261  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence      *Sub-TOI:* 17.0000 Other Liability Sub-TOI Combinations  
*Product Name:* GL 07-0261  
*Project Name/Number:* Independent Form Filing/GL 07-0261

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: SAFC-125257696 State: Arkansas  
First Filing Company: American Economy Insurance Company, ... State Tracking Number: AR-PC-07-026047  
Company Tracking Number: 07-0261  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: GL 07-0261  
Project Name/Number: Independent Form Filing/GL 07-0261

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 09/20/2007

**Comments:**

**Attachments:**

PCTD.pdf  
PC FFS.pdf

**Satisfied -Name:** Explanatory Memorandum **Review Status:** Approved 09/20/2007

**Comments:**

**Attachment:**

Explanatory Memorandum.pdf

**Satisfied -Name:** Side-by-Side Comparison **Review Status:** Approved 09/20/2007

**Comments:**

**Attachments:**

Side-by-Side cg7600.PDF  
Side-by-Side cg7670.PDF  
Side-by-Side cg8603.PDF  
Side-by-Side cg8616.PDF  
Side-by-Side cg8674.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:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>
Safeco Group	163

4. Company Name(s)	Domicile	NAIC #	FEIN #
American Economy Insurance Company	IN	19690	35-1044900
American States Insurance Company	IN	19704	35-0145400
First National Insurance Company of America	WA	24724	91-0742144
General Insurance Company of America	WA	24732	91-0231910
Safeco Insurance Company of America	WA	24740	91-0742148

<b>5. Company Tracking Number</b>	<b>07-0261.f</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Steve Darci Safeco Plaza States Filings C-2 Seattle WA 98185	Commercial Lines Analyst	206-925-1440	206-545-3478	stedar@safeco.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Steve Darci		

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

9. Type of Insurance (TOI)	17.0 Other Liability-Occ/Claims Made
10. Sub-Type of Insurance (Sub-TOI)	17.0000 Other Liability Sub-TOI Combinations
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Commercial General Liability
13. Filing Type	[ ] Rate/Loss Cost [ ] Rules [ ] Rates/Rules [ X ] Forms [ ] Combination Rates/Rules/Forms [ ] Withdrawal [ ] Other (give description)
14. Effective Date(s) Requested	New: 12/01/07 Renewal: 12/01/07
15. Reference Filing?	[ ] Yes [ X ] No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	September 11, 2007
19. Status of filing in domicile	[ ] Not Filed [ X ] Pending [ ] Authorized [ ] Disapproved

**Property & Casualty Transmittal Document—**

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>07-0261.f</b>
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<b>21.</b>	<b>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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**Submitting:** CG 7600 1207 Beauty Parlors, Hair Styling Salons  
CG 7670 1207 Sexual Misconduct Coverage Endorsement  
CG 8603 1207 Ultra Contractors Liability Plus Endorsement  
CG 8616 1207 Ultra Specialty Services Liability Plus Endorsement  
CG 8674 1207 Contractors Liability Plus Endorsement

**Replacing:** CG 7600 1001 Beauty Parlors, Hair Styling Salons  
CG 7670 1001 Sexual Misconduct Coverage Endorsement  
CG 8603 1001 Ultra Contractors Liability Plus Endorsement  
CG 8616 1001 Ultra Specialty Services Liability Plus Endorsement  
CG 8674 1002 Contractors Liability Plus Endorsement

The captioned independent forms are submitted on behalf of the indicated companies.

With this filing we are updating these independent forms to track with the ISO Commercial General Liability Coverage Form CG0001. These are principally editorial changes in formatting, paragraph referencing, and company logo.

In addition, we are increasing the limit for bail bonds and for earnings for time off from work.

All changes are detailed in the attached Explanatory Memorandum.

Compliance with applicable statutes including cancellation, nonrenewals and other state specific requirements is satisfied through use of appropriate ISO forms.

<b>22.</b>	<b>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]
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**Check #: 0001382483**  
**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.)**

PC TD-1 pg 2 of 2

**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>07-0261.f</b>
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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<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	<b>Beauty Parlors, Hair Styling Salons</b>	<b>CG 7600 12 07</b>	[ ] New [ <b>X</b> ] Replacement [ ] Withdrawn	<b>CG 7600 10 01</b>	
02	<b>Sexual Misconduct Coverage Endorsement</b>	<b>CG 7670 12 07</b>	[ ] New [ <b>X</b> ] Replacement [ ] Withdrawn	<b>CG 7670 10 01</b>	
03	<b>Ultra Contractors Liability Plus Endorsement</b>	<b>CG 8603 12 07</b>	[ ] New [ <b>X</b> ] Replacement [ ] Withdrawn	<b>CG 8603 10 01</b>	
04	<b>Ultra Specialty Services Liability Plus Endorsement</b>	<b>CG 8616 12 07</b>	[ ] New [ <b>X</b> ] Replacement [ ] Withdrawn	<b>CG 8616 10 01</b>	
05	<b>Contractors Liability Plus Endorsement</b>	<b>CG 8674 10 02</b>	[ ] New [ <b>x</b> ] Replacement [ ] Withdrawn	<b>CG 8674 10 02</b>	
06					
07					
08					
09					
10					

PC FFS-1

## EXPLANATORY MEMORANDUM

The following outlines the changes that have been made to each of these Endorsements for our companies as listed in the cover letter.

**Submitting:** CG 76 00 1207\_Beauty Parlors, Hair Styling Salons

**Replacing:** CG 76 00 10 01\_Beauty Parlors, Hair Styling Salons

1. Formatting of heading of paragraphs 1, 2, 3, and 4.
2. Exclusion references in paragraph 3
3. Paragraph references in paragraph 4

**Submitting:** CG 76 70 1207 Sexual Misconduct Coverage Endorsement

**Replacing:** CG 76 70 10 01 Sexual Misconduct Coverage Endorsement

1. Paragraph reference in paragraph 5

**Submitting:** CG 86 03 1207\_Ultra Contractors Liability Plus Endorsement

**Replacing:** CG 86 03 1001\_Ultra Contractors Liability Plus Endorsement

1. Formatting under Earnings For Time Off
2. Paragraph reference under Earnings For Time Off
3. Dollar amount change under Earnings For Time Off

**Submitting:** CG 8616 1207\_Ultra Specialty Services Liability Plus Endorsement

**Replacing:** CG 8616 1001\_Ultra Specialty Services Liability Plus Endorsement

1. Insert quote marks around pollutants – twice on page 1 and five times on page 2
2. Replace I.f.(b) under Limited Pollution Liability Extension with attached wording
3. Insert quote marks around hostile fire in the second from last paragraph in first column under (d) on page 2
4. Delete the last paragraph under (d) on page 2
5. Replace paragraph (2) first column on page 2
6. Delete the first paragraph in the second column on page 2
7. Formatting of heading under Earnings For Time Off
8. Paragraph reference under Earnings For Time Off
9. Dollar amount change under Earnings For Time Off

**Submitting:** CG 8674 1207\_Contractors Liability Plus Endorsement

**Replacing:** CG 8674 10 02\_Contractors Liability Plus Endorsement

1. Bold item under Duty to Defend
2. Paragraph reference under Additional Insured...section
3. Insertion of “or” in three places under paragraph 4
4. Change in wording under Non-Owned Watercraft...section
5. Change in wording in three places under Tenant’s Property Damage Liability section
6. Dollar amount change under Supplementary Payments ...Bail Bonds
7. Heading wording change under Employees as Insureds – Health Care Service
8. Heading wording change under Extended Coverage For Newly Acquired Organizations
9. Paragraph reference under Extended Coverage For Newly Acquired Organizations

10. Paragraph reference insertion under Other Insurance, Method of Sharing
11. Bold wording under Other Insurance, Method of Sharing

Safeco Insurance

COMMERCIAL GENERAL LIABILITY  
CG 76 00 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BEAUTY PARLORS, HAIR STYLING SALONS  
OR BARBER SHOPS

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to paragraph 1.a. of  
COVERAGE A (Section I):

- a.** "Bodily injury" or "property damage" arising out of the rendering or failure to render professional services as a "beautician" shall be deemed to be caused by an "occurrence."

All acts or omissions in the furnishing of these services to any one person will be considered one "occurrence."

2. Subparagraph j. (4) of Paragraph 2., Exclusions of COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I — Coverages) is replaced by the following:

- (4) Personal property in the care, custody or control of the insured, except wigs or hairpieces not owned by the insured.

3. The following exclusions are added to Paragraph 2., Exclusions of COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I — Coverages):

- r.** "Bodily injury" or "property damage" caused by the willful violation of a statute or ordinance relating to professional services performed by a "beautician."

This exclusion does not apply to the failure of an "insured" to perform predisposition tests.

**p.** "Bodily injury" or "property damage" arising out of:

- (1) The removal of hair by electrolysis, thermolysis or any process using radio waves;
- (2) Weight reducing treatments;
- (3) Body massage other than massaging of the face, scalp, hands or feet;

- (4) The use of electrical or steam baths or saunas;

- (5) The use of radiation to tan the skin; or

- (6) Tattooing or intradermal application of any color pigments.

4. The following is added to paragraph 2., WHO IS AN INSURED (Section II):

- q.** Your students, but only for acts within the scope of his or her instruction by you.

- g.** Any operator who rents or leases from you booth space, chairs, or any portion of the insured premises for the purpose of conducting services as a beautician, barber or manicurist, and any employee of such operator, but only for liability arising out of such services.

However, no student or operator is an "insured" for:

- (1) "Bodily injury" or "personal injury" to you, to your partners or members (if you are a partnership or joint venture) or to an employee while in the course of his or her employment; or

- (2) "Property damage" to property owned or occupied by or rented or loaned to:

- (a) That operator or student, or any other operator or student;

- (b) Any of your employees; or

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

5. "Beautician" means a beautician, barber or manicurist.

Safeco Insurance

COMMERCIAL GENERAL LIABILITY  
CG 76 00 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BEAUTY PARLORS, HAIR STYLING SALONS  
OR BARBER SHOPS

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to Paragraph 1.a. of Section I — Coverage A — Bodily Injury and Property Damage Liability:

- "Bodily injury" or "property damage" arising out of the rendering or failure to render professional services as a "beautician" shall be deemed to be caused by an "occurrence."

All acts or omissions in the furnishing of these services to any one person will be considered one "occurrence."

2. Subparagraph j. (4) of Paragraph 2., Exclusions of Section I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

- (4) Personal property in the care, custody or control of the insured, except wigs or hairpieces not owned by the insured.

3. The following exclusions are added to Paragraph 2., Exclusions of Section I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- r. "Bodily injury" or "property damage" caused by the willful violation of a statute or ordinance relating to professional services performed by a "beautician."

This exclusion does not apply to the failure of an "insured" to perform predisposition tests.

s. "Bodily injury" or "property damage" arising out of:

- (1) The removal of hair by electrolysis, thermolysis or any process using radio waves;

- (2) Weight reducing treatments;

- (3) Body massage other than massaging of the face, scalp, hands or feet;

- (4) The use of electrical or steam baths or saunas;

- (5) The use of radiation to tan the skin; or

- (6) Tattooing or intradermal application of any color pigments.

4. The following is added to Paragraph 2., Section II — WHO IS AN INSURED:

- e. Your students, but only for acts within the scope of his or her instruction by you.

- f. Any operator who rents or leases from you booth space, chairs, or any portion of the insured premises for the purpose of conducting services as a beautician, barber or manicurist, and any employee of such operator, but only for liability arising out of such services.

However, no student or operator is an "insured" for:

- (1) "Bodily injury" or "personal injury" to you, to your partners or members (if you are a partnership or joint venture) or to an employee while in the course of his or her employment; or

- (2) "Property damage" to property owned or occupied by or rented or loaned to:

- (a) That operator or student, or any other operator or student;

- (b) Any of your employees; or

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

5. "Beautician" means a beautician, barber or manicurist.

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COMMERCIAL GENERAL LIABILITY  
CG 76 70 12 07

**SEXUAL MISCONDUCT  
COVERAGE ENDORSEMENT**

CG 76 70 10 01  
COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: -----

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SEXUAL MISCONDUCT  
COVERAGE ENDORSEMENT**

POLICY NUMBER: -----

This endorsement modifies insurance provided under the following:

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES is amended to include the following:

SECTION I -- COVERAGES is amended to include the following:

SEXUAL MISCONDUCT COVERAGE

SEXUAL MISCONDUCT COVERAGE

**1. INSURING AGREEMENT**

**1. INSURING AGREEMENT**

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of "injury" arising from actual or alleged "sexual misconduct".
- b. We will have the right and the duty to defend the insured against any "suit" seeking those "damages." We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. Our right and duty to defend end when we have used up the applicable limit of insurance as described below.

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of "injury" arising from actual or alleged "sexual misconduct".
- b. We will have the right and the duty to defend the insured against any "suit" seeking those "damages." We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. Our right and duty to defend end when we have used up the applicable limit of insurance as described below.

**2. LIMITS OF INSURANCE AND DEDUCTIBLE AMOUNT**

**2. LIMITS OF INSURANCE AND DEDUCTIBLE AMOUNT**

- a. The Limits of Insurance shown in the Declarations for this coverage and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) Claims made or "suits" brought; or
  - (3) Persons or organizations making claims or bringing "suits".
- b. The Aggregate Limit shown in the Declarations for this coverage is the maximum amount of "damages" we will pay for all covered "occurrences" of "sexual misconduct".
- c. Subject to b. above, the Each Occurrence Limit shown in the Declarations for this coverage is the maximum amount of "damages" we will pay for each covered "occurrence" of "sexual misconduct".
- d. Our obligation to pay for "damages" applies only to the amount of "damages" in excess of any deductible amount shown in the Declarations for this coverage. The deductible applies separately to each "occurrence". Upon our request you will reimburse us for the amount of the deductible that we have paid.

**3. EXCLUSIONS**

This insurance does not apply to:

- a. "injury" to:
  - (1) Any employee of the insured arising out of and in the course of employment;
  - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusions 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 "sexual misconduct".
- b. "Injury" caused by one insured against another insured.  
This exclusion does not apply to "injury" sustained by a "volunteer worker" while performing duties related to the conduct of your business.
- c. "Injury" arising out of the failure to report any incident of "sexual misconduct" where legally obligated to do so, or the withholding of pertinent information concerning such "sexual misconduct".
- d. "Injury" arising out of exposure to any communicable disease.
- e. "Injury" arising out of any "sexual misconduct" which first takes place after the insured's license or right to practice has been revoked, suspended by or surrendered at the request of any regulatory authority.
- f. "Injury" arising out of any "sexual misconduct" about which, prior to the inception date of this coverage, the insured had knowledge, or otherwise had reason to anticipate a claim might result.

- d. Our obligation to pay for "damages" applies only to the amount of "damages" in excess of any deductible amount shown in the Declarations for this coverage. The deductible applies separately to each "occurrence". Upon our request you will reimburse us for the amount of the deductible that we have paid.

**3. EXCLUSIONS**

This insurance does not apply to:

- a. "injury" to:
  - (1) Any employee of the insured arising out of and in the course of employment;
  - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusions 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 "sexual misconduct".
- b. "Injury" caused by one insured against another insured.  
This exclusion does not apply to "injury" sustained by a "volunteer worker" while performing duties related to the conduct of your business.
- c. "Injury" arising out of the failure to report any incident of "sexual misconduct" where legally obligated to do so, or the withholding of pertinent information concerning such "sexual misconduct".

Text that has been bracketed has been deleted.

Text that is underlined has been inserted.

CG 76 70 10 01

COMMERCIAL GENERAL LIABILITY

- g. "Injury" arising out of any "sexual misconduct" committed at the direction of the insured.
- h. "Injury" arising out of any "sexual misconduct" committed intentionally by the insured.
- i. Any obligation under any unemployment compensation law, worker's compensation law, disability benefits law, or similar laws.
- j. Liability of others assumed by any insured under any contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of such contract or agreement.

No other exclusions of the policy apply to this coverage.

4. DEFINITIONS

SECTION V - DEFINITIONS is amended to include the following:

- a. "Damages" means any amount which an insured is legally obligated to pay for any covered claim, including judgments and settlements. But "damages" does not include:
  - (1) sanctions, fines or penalties; or
  - (2) punitive damages, multiples damages or exemplary damages, unless coverage for such damages is required by state law.
- b. "Injury" means "bodily injury", "property damage" or "personal and advertising injury".
- c. "Sexual misconduct" means:
  - (1) actual or threatened sexual abuse, sexual molestation or sexual exploitation and includes, but is not limited to, any verbal or non-verbal communication, behavior or conduct of a sexual nature, or
  - (2) the negligent:
    - 1. employment,
    - 2. investigation,
    - 3. supervision,
    - 4. reporting to the proper authorities, or failure to so report, or
    - 5. retention

of a person for whom any insured is or ever was legally responsible and whose conduct would be covered by Paragraph 4.c.(1) above.

Multiple "occurrences" of "sexual misconduct" to one person, whether consisting of one or any combination of these, by one person, or by two or more persons acting together, shall be deemed to be one "occurrence" of "sexual misconduct" and shall be subject to the coverage and per occurrence limit of insurance in effect at the time of the first "occurrence".

Regardless of the number of acts of "sexual misconduct", period of time over which such acts occur, or number of persons acted upon, all "injury" arising out of all covered "occurrences" of "sexual misconduct" by one person, or by two or more persons acting together, will be considered one "occurrence", and subject to the per "occurrence" limit of insurance.

5. WHO IS AN INSURED

The following paragraph is added to Section II - WHO IS AN INSURED:

- 5. No person is an insured for "injury" arising out of "sexual misconduct":
  - a. committed by that person or which that person was involved in committing, or
  - b. about which that person had knowledge, but remained passive or failed to take action to prevent a recurrence of "sexual misconduct."

6. APPLICATION OF COMMON POLICY CONDITIONS AND GENERAL LIABILITY COVERAGE FORM

Except to the extent expressed in this endorsement, the Common Policy Conditions and all sections of the Commercial General Liability Coverage Form apply.

- d. "Injury" arising out of exposure to any communicable disease.
- e. "Injury" arising out of any "sexual misconduct" which first takes place after the insured's license or right to practice has been revoked, suspended by or surrendered at the request of any regulatory authority.
- f. "Injury" arising out of any "sexual misconduct" about which, prior to the inception date of this coverage, the insured had knowledge, or otherwise had reason to anticipate a claim might result.
- g. "Injury" arising out of any "sexual misconduct" committed at the direction of the insured.
- h. "Injury" arising out of any "sexual misconduct" committed intentionally by the insured.
- i. Any obligation under any unemployment compensation law, worker's compensation law, disability benefits law, or similar laws.
- j. Liability of others assumed by any insured under any contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of such contract or agreement.

No other exclusions of the policy apply to this coverage.

4. DEFINITIONS

SECTION V - DEFINITIONS is amended to include the following:

- a. "Damages" means any amount which an insured is legally obligated to pay for any covered claim, including judgments and settlements. But "damages" does not include:
  - (1) sanctions, fines or penalties; or
  - (2) punitive damages, multiples damages or exemplary damages, unless coverage for such damages is required by state law.
- b. "Injury" means "bodily injury", "property damage" or "personal and advertising injury".
- c. "Sexual misconduct" means:
  - (1) actual or threatened sexual abuse, sexual molestation or sexual exploitation and includes, but is not limited to, any verbal or non-verbal communication,

behavior or conduct of a sexual nature, or

(2) the negligent:

- 1. employment,
- 2. investigation,
- 3. supervision,
- 4. reporting to the proper authorities, or failure to so report, or
- 5. retention

of a person for whom any insured is or ever was legally responsible and whose conduct would be covered by Paragraph 4.c.(1) above.

Multiple "occurrences" of "sexual misconduct" to one person, whether consisting of one or any combination of these, by one person, or by two or more persons acting together, shall be deemed to be one "occurrence" of "sexual misconduct" and shall be subject to the coverage and per occurrence limit of insurance in effect at the time of the first "occurrence".

Regardless of the number of acts of "sexual misconduct", period of time over which such acts occur, or number of persons acted upon, all "injury" arising out of all covered "occurrences" of "sexual misconduct" by one person, or by two or more persons acting together, will be considered one "occurrence", and subject to the per "occurrence" limit of insurance.

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The following paragraph is added to Section II - WHO IS AN INSURED:

- 4. No person is an insured for "injury" arising out of "sexual misconduct":
  - a. committed by that person or which that person was involved in committing, or
  - b. about which that person had knowledge, but remained passive or failed to take action to prevent a recurrence of "sexual misconduct."

6. APPLICATION OF COMMON POLICY CONDITIONS AND GENERAL LIABILITY COVERAGE FORM

Except to the extent expressed in this endorsement, the Common Policy Conditions and all sections of the Commercial General Liability Coverage Form apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ULTRA CONTRACTORS LIABILITY  
PLUS ENDORSEMENT**

CG 86 03 10 01

COMMERCIAL GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following coverages are added to SECTION I - COVERAGES:

**COVERAGE D - VOLUNTARY PROPERTY DAMAGE and CARE, CUSTODY OR CONTROL COVERAGE**

**1. Insuring Agreement**

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession, arising out of your business operations and occurring during the policy period.

The most we will pay for "loss" arising out of any one "occurrence" is \$2,000. The most we will pay for the sum of all "losses" under this coverage is \$7,500. This is the most we will pay regardless of the number of insured's or claims made.

**2. Exclusions**

Coverage for Voluntary Property Damage and Care, Custody or Control does not apply to:

- "Loss" of property at premises owned, rented, leased, operated or used by you;
- "Loss" of property while in transit;
- "Loss" of property owned by, rented to, leased to, borrowed by or used by you;
- The cost of repairing or replacing:

- "Your work" defectively or incorrectly performed by you; or
- "Your product" manufactured sold or supplied by you;

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

- "Loss" of property caused by or arising out of the "Products-completed operations hazard."

**3. Deductible**

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. We will then pay the amount of "loss" in excess of \$250, up to the applicable limit of insurance.

**4. Actual Cost**

In the event of covered "loss", you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

**5. Definition**

The following definition applies to Coverage D:

- "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

**EARNINGS FOR TIME OFF**

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

Item 4 is deleted and replaced with the following:

- 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 \$400 a day because of time off from work.

**AGGREGATE LIMIT PER PROJECT**

SECTION III LIMITS OF INSURANCE - is amended to include the following:

- For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I).

- A separate General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

Safeco Insurance

COMMERCIAL GENERAL LIABILITY  
CG 86 03 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ULTRA CONTRACTORS LIABILITY  
PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following coverages are added to SECTION I - COVERAGES:

**COVERAGE D - VOLUNTARY PROPERTY DAMAGE and CARE, CUSTODY OR CONTROL COVERAGE**

**1. Insuring Agreement**

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession, arising out of your business operations and occurring during the policy period.

The most we will pay for "loss" arising out of any one "occurrence" is \$2,000. The most we will pay for the sum of all "losses" under this coverage is \$7,500. This is the most we will pay regardless of the number of insured's or claims made.

**2. Exclusions**

Coverage for Voluntary Property Damage and Care, Custody or Control does not apply to:

- "Loss" of property at premises owned, rented, leased, operated or used by you.
- "Loss" of property while in transit;
- "Loss" of property owned by, rented to, leased to, borrowed by or used by you;
- The cost of repairing or replacing:

- "Your work" defectively or incorrectly performed by you; or
- "Your product" manufactured sold or supplied by you;

unless the "property damage" is caused directly by you after delivery of "your product"

or completion of "your work" and resulting from a subsequent undertaking.

- "Loss" of property caused by or arising out of the "Products-completed operations hazard."

**3. Deductible**

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. We will then pay the amount of "loss" in excess of \$250, up to the applicable limit of insurance.

**4. Actual Cost**

In the event of covered "loss", you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

**5. Definition**

The following definition applies to Coverage D:

- "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

**EARNINGS FOR TIME OFF**

Paragraph 1.d. of Section I - Supplementary Payments - Coverages A and B is replaced by the following:

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

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Page 1 of 2

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Page 1 of 2 EP

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COMMERCIAL GENERAL LIABILITY

- 2. The General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under COVERAGE C regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits."

- B. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.
- C. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

AGGREGATE LIMIT PER PROJECT

SECTION III LIMITS OF INSURANCE — is amended to include the following:

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I).
  - 1. A separate General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses

under COVERAGE C regardless of the number of:

- a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits."
- B. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.
  - C. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ULTRA SPECIALTY SERVICES LIABILITY  
PLUS ENDORSEMENT**

CG 86 16 10 01

COMMERCIAL GENERAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following coverages are added to SECTION I - COVERAGES:

**COVERAGE D - VOLUNTARY PROPERTY DAMAGE and CARE, CUSTODY OR CONTROL COVERAGE**

**1. Insuring Agreement**

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession, arising out of your business operations and occurring during the policy period.

The most we will pay for "loss" arising out of any one "occurrence" is \$2,000. The most we will pay for the sum of all "losses" under this coverage is \$7,500. This is the most we will pay regardless of the number of insureds or claims made.

**2. Exclusions**

Coverage for Voluntary Property Damage and Care, Custody or Control does not apply to:

- a. "Loss" of property at premises owned, rented, leased, operated or used by you.
- b. "Loss" of property while in transit.
- c. "Loss" of property owned by, rented to, leased to, borrowed by or used by you.
- d. The cost of repairing or replacing:
  - (1) "Your work" defectively or incorrectly performed by you; or
  - (2) "Your product" manufactured sold or supplied by you;
 unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.
- e. "Loss" of property caused by or arising out of the "Products-completed operations hazard."

**3. Deductible**

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. We will then pay the amount of "loss" in excess of \$250, up to the applicable limit of insurance.

**4. Actual Cost**

In the event of covered "loss," you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

**5. Definition**

The following definition applies to Coverage D:

"Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

**LIMITED POLLUTION LIABILITY EXTENSION**

Section I - COVERAGE A is amended as follows:

- I. Exclusion f. under COVERAGE A (Section I) is replaced by the following:

- f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants;
  - (a) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (b) Which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;
  - (c) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants;

**Safeco** Insurance

COMMERCIAL GENERAL LIABILITY  
CG 86 16 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ULTRA SPECIALTY SERVICES LIABILITY  
PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following coverages are added to SECTION I - COVERAGES:

**COVERAGE D - VOLUNTARY PROPERTY DAMAGE and CARE, CUSTODY OR CONTROL COVERAGE**

**1. Insuring Agreement**

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession, arising out of your business operations and occurring during the policy period.

The most we will pay for "loss" arising out of any one "occurrence" is \$2,000. The most we will pay for the sum of all "losses" under this coverage is \$7,500. This is the most we will pay regardless of the number of insureds or claims made.

**2. Exclusions**

Coverage for Voluntary Property Damage and Care, Custody or Control does not apply to:

- a. "Loss" of property at premises owned, rented, leased, operated or used by you.
- b. "Loss" of property while in transit.
- c. "Loss" of property owned by, rented to, leased to, borrowed by or used by you.
- d. The cost of repairing or replacing:
  - (1) "Your work" defectively or incorrectly performed by you; or
  - (2) "Your product" manufactured sold or supplied by you;

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

- e. "Loss" of property caused by or arising out of the "Products-completed operations hazard".

**3. Deductible**

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. We will then pay the amount of "loss" in excess of \$250, up to the applicable limit of insurance.

**4. Actual Cost**

In the event of covered "loss" you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

**5. Definition**

The following definition applies to Coverage D:

"Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

**LIMITED POLLUTION LIABILITY EXTENSION**

Section I - COVERAGE A is amended as follows:

- I. Exclusion f. under COVERAGE A (Section I) is replaced by the following:

- f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants;
  - (a) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

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CG 86 16 10 01

COMMERCIAL GENERAL LIABILITY

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

(d) At or from a storage tank or other container, ducts or piping which is below or partially below the surface of the ground or water or which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants arises at or from any premises, site or location:

- (i) Which is or was at any time owned or occupied by, or rented or loaned to, any insured; or
- (ii) Which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

Subparagraph (d) does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
  - (a) Request demand or order issued or made pursuant to any environmental protection or environmental liability statutes or regulations that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of pollutants.

ii. With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

- A. The "Each Occurrence Limit" shown in the Declarations does not apply.
- B. Paragraph 7. of LIMITS OF INSURANCE (Section III) does not apply.
- C. Paragraph 1. of LIMITS OF INSURANCE (Section III) is replaced by the following:
  - 1. The Limits of Insurance shown in the Declarations, or in the Schedule of this endorsement, 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."

D. The following are added to LIMITS OF INSURANCE (Section III):

- 8. Subject to 2. or 3. above, whichever applies, the Limited Pollution Liability Extension Aggregate Limit of \$10,000 is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.
- 9. Subject to 8. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

EARNINGS FOR TIME OFF

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B are amended as follows:

Item 4 is deleted and replaced with the following:

(b) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (1) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible; or

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

(d) At or from a storage tank or other container, ducts or piping which is below or partially below the surface of the ground or water or which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants arises at or from any premises, site or location:

- (i) Which is or was at any time owned or occupied by, or rented or loaned to, any insured; or
- (ii) Which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

Subparagraph (d) does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulation requirement that any insured or others test for, monitor,

clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

ii. With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- A. The "Each Occurrence Limit" shown in the Declarations does not apply.
- B. Paragraph 7. of LIMITS OF INSURANCE (Section III) does not apply.
- C. Paragraph 1. of LIMITS OF INSURANCE (Section III) is replaced by the following:

- 1. The Limits of Insurance shown in the Declarations, or in the Schedule of this endorsement, 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".

D. The following are added to LIMITS OF INSURANCE (Section III):

- 8. Subject to 2. or 3. above, whichever applies, the Limited Pollution Liability Extension Aggregate Limit of \$10,000 is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge.

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## COMMERCIAL GENERAL LIABILITY

4. 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 \$400 a day because of time off from work.

**Coverage E - Lost Key Coverage****1. Insuring Agreement**

We will pay, at your request, for the cost to replace or re-key locks caused by "loss" to a master key entrusted to the insured by the insured's customer.

The most we will pay for "loss" in any one occurrence is \$1,000. The most we will pay during the policy term is \$2,500.

**2. Exclusions**

- a. Loss or damage to keys caused by any deterioration.
- b. Voluntary parting with the keys by you or anyone entrusted with the keys who is induced to do so by any fraudulent scheme, trick, device or false pretense.
- c. Loss or damage caused by or resulting from dishonest acts by you, your employees or authorized representatives or anyone entrusted with the key, whether or not acting alone or in collusion with other persons.

**3. Definition**

The following definition applies to Coverage E:  
"Loss" means accidental loss or damage.

**AGGREGATE LIMIT PER PROJECT**

The following is added to SECTION III LIMITS OF INSURANCE:

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I).
  1. A separate General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under COVERAGE C regardless of the number of:
    - a. insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
- B. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.
- C. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

dispersal, seepage, migration, release or escape of "pollutants".

9. Subject to 8. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

**EARNINGS FOR TIME OFF**

Paragraph 1.d. of SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced with the following:

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

**Coverage E — Lost Key Coverage****1. Insuring Agreement**

We will pay, at your request, for the cost to replace or re-key locks caused by "loss" to a master key entrusted to the insured by the insured's customer.

The most we will pay for "loss" in any one occurrence is \$1,000. The most we will pay during the policy term is \$2,500.

**2. Exclusions**

- a. Loss or damage to keys caused by any deterioration.
- b. Voluntary parting with the keys by you or anyone entrusted with the keys who is induced to do so by any fraudulent scheme, trick, device or false pretense.
- c. Loss or damage caused by or resulting from dishonest acts by you, your employees or authorized representatives or anyone

entrusted with the key, whether or not acting alone or in collusion with other persons.

**3. Definition**

The following definition applies to Coverage E:

"Loss" means accidental loss or damage.

**AGGREGATE LIMIT PER PROJECT**

The following is added to SECTION III LIMITS OF INSURANCE:

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I) and for all medical expenses caused by accidents under COVERAGE C (SECTION I).
  1. A separate General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
    - a. insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
- B. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit.
- C. The provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.



COMMERCIAL GENERAL LIABILITY  
CG 86 74 10 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name of Person or Organization:

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DUTY TO DEFEND

Paragraph a. of SECTION I — COVERAGE A and COVERAGE B is replaced by the following:

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal injury and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. Our duty to defend begins once you notify us of a "suit" as described in SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.b. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", or "personal injury or advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE; and

- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGES A or B or medical expenses under COVERAGE C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B.

EMPLOYERS LIABILITY

The last paragraph of exclusion e. of SECTION I — COVERAGE A is replaced by the following:

This exclusion does not apply to liability assumed by the insured under an "insured contract" except for that part of a contract or agreement that indemnifies any person or organization for their sole liability.



COMMERCIAL GENERAL LIABILITY  
CG 86 74 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE

Name of Person or Organization:

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DUTY TO DEFEND

Paragraph a. of SECTION I — COVERAGE A and COVERAGE B is replaced by the following:

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal injury and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. Our duty to defend begins once you notify us of a "suit" as described in SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.b. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage", or "personal injury or advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in SECTION III — LIMITS OF INSURANCE; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under COVERAGES A

or B or medical expenses under COVERAGE C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B.

EMPLOYERS LIABILITY

The last paragraph of exclusion e. of SECTION I — COVERAGE A is replaced by the following:

This exclusion does not apply to liability assumed by the insured under an "insured contract" except for that part of a contract or agreement that indemnifies any person or organization for their sole liability.

WRONGFUL EVICTION

The following exclusion is added to SECTION I — COVERAGE B:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises arising out of any:

- (1) "property damage" to the room, dwelling or premises; or
- (2) "bodily injury" sustained through occupancy of a room, dwelling or premises.

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Text that has been bracketed has been deleted.

Text that is underlined has been inserted.

**WRONGFUL EVICTION**

The following exclusion is added to **SECTION I — COVERAGE B**:

The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises arising out of any:

- (1) "property damage" to the room, dwelling or premises; or
- (2) "bodily injury" sustained through occupancy of a room, dwelling or premises.

**ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE**

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

**5** Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

- a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury," "property damage," "personal and advertising injury."
- b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
  - (1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
    - (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
    - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
  - (2) Your ongoing operations for that insured, whether the work is performed by you or for you;

(3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;
- (b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;
- (4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of operations performed for the state or municipality;

- c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (2) Supervisory, inspection or engineering services.
- d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."
- e. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- f. No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

**ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE**

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

**4** Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

- a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

(1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
- (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;

(2) Your ongoing operations for that insured, whether the work is performed by you or for you,

(3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;
- (b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of operations performed for the state or municipality;

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
- (2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

e. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

f. No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

g. The defense of any claim or "suit" must be tendered as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

h. The insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract, agreement or permit.

**NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY**

Exclusion g. of **SECTION I — COVERAGE A** is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented

- g. The defense of any claim or "suit" must be tendered as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- h. The insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract, agreement or permit.

#### NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of SECTION I — COVERAGE A is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
- (a) Less than 52 feet long; and
- (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the

equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment."

- (6) An aircraft you do not own provided it is not operated by any insured.

#### TENANTS' PROPERTY DAMAGE LIABILITY

When Damage To Premises Rented To You Limit is shown in the Declarations, SECTION I — COVERAGE A, exclusion j., is replaced by the following:

##### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION III — LIMITS OF INSURANCE. Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
- (a) Less than 52 feet long; and
- (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
- (a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".
- (6) An aircraft you do not own provided it is not operated by any insured.

#### TENANTS' PROPERTY DAMAGE LIABILITY

When Damage To Premises Rented To You Limit is shown in the Declarations, SECTION I — COVERAGE A, exclusion j., is replaced by the following:

##### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION III — LIMITS OF INSURANCE. Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of Section III is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

Paragraph 6. of Section III is replaced by the following:

6. Subject to 5. above, the Damage To Property Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Tenants' Property Damage To Premises Rented To You Limit is the higher of \$200,000 or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

#### WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of **SECTION II — WHO IS AN INSURED**:

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

#### SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS

Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is replaced by the following:

- b. Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

#### SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — INDEMNITEES AND ADDITIONAL INSUREDS

Paragraph 2.f.(1) (d) of **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is replaced by the following:

- (d) Cooperate with us with respect to coordinating other applicable insurance and self-insured

retention available to the indemnitee; and

#### EMPLOYEES AS INSUREDS — HEALTH CARE SERVICE

Provision 2.a.(1) d. of **SECTION II — WHO IS AN INSURED** is deleted, unless excluded by separate endorsement.

#### EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 4.a. of **SECTION II — WHO IS AN INSURED** is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

#### EXTENDED "PROPERTY DAMAGE"

Exclusion a. of **SECTION I — COVERAGE A** is amended to read:

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

#### INCREASED MEDICAL EXPENSE LIMIT

The medical expense limit is amended to \$10,000.

#### KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** Duties In The Event Of Occurrence, Offense, Claim Or Suit of:

Knowledge of an "occurrence," claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

#### INSURED CONTRACT

The following definition is added to **SECTION V — DEFINITIONS**, Definition 9. "insured contract" paragraph f.:

- (4) That part of any contract or agreement that indemnifies any person or organization for the indemnitee's sole tort liability.

The Damage To Premises Rented To You Limit is the higher of \$200,000 or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

#### WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of **SECTION II — WHO IS AN INSURED**:

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

#### SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS

Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

#### SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — INDEMNITEES AND ADDITIONAL INSUREDS

Paragraph 2.f.(1) (d) of **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is replaced by the following:

- (d) Cooperate with us with respect to coordinating other applicable insurance and self-insured retention available to the indemnitee; and

#### EMPLOYEES AS INSUREDS — HEALTH CARE SERVICE

Paragraph 2.a.(1) d. of **SECTION II — WHO IS AN INSURED** is deleted, unless excluded by separate endorsement.

#### EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Paragraph 3.a. of **SECTION II — WHO IS AN INSURED** is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

#### EXTENDED "PROPERTY DAMAGE"

Exclusion a. of **SECTION I — COVERAGE A** is amended to read:

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

#### INCREASED MEDICAL EXPENSE LIMIT

The medical expense limit is amended to \$10,000.

#### KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** Duties In The Event Of Occurrence, Offense, Claim Or Suit of:

Knowledge of an "occurrence," claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

#### INSURED CONTRACT

The following definition is added to **SECTION V — DEFINITIONS**, Definition 9. "insured contract" paragraph f.:

- (4) That part of any contract or agreement that indemnifies any person or organization for the indemnitee's sole tort liability.

#### OTHER INSURANCE

The first paragraph of Other Insurance of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If other valid and collectible insurance, or any self-insured retention, is available to the insured for a loss we cover under **COVERAGE A** or **B** of this Coverage Part, our obligations are limited as follows:

#### METHOD OF SHARING

The second paragraph of 4.c. Method of Sharing of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If any of the other insurance does not permit contribution by equal shares or is subject to a self-insured retention, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance or self-insured retention or both combined to the total applicable limits

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### OTHER INSURANCE

The first paragraph of Other Insurance of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

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### METHOD OF SHARING

The second paragraph of Method of Sharing of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

If any of the other insurance does not permit contribution by equal shares or is subject to a self-insured retention, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance or self-insured retention or both combined to the total applicable limits of insurance of all insurers and the amount of any self-insured retention.

### UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

### LIBERALIZATION CLAUSE

The following paragraph is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

## REVISED

of insurance of all insurers and the amount of any self-insured retention.

### UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

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The following paragraph is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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