

SERFF Tracking Number: LMUG-125419987 State: Arkansas
First Filing Company: Liberty Insurance Corporation, ... State Tracking Number: EFT \$50
Company Tracking Number: LGLF-CW-001-08
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability
Project Name/Number: LDS Endorsements and Pricing for Banks and Mortgages/LGLF-CW-001-08

Filing at a Glance

Companies: Liberty Insurance Corporation, Liberty Mutual Fire Insurance Company, Liberty Mutual Insurance Company, LM Insurance Corporation, The First Liberty Insurance Corporation

Product Name: Commercial General Liability SERFF Tr Num: LMUG-125419987 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence
Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: LGLF-CW-001-08 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Michelle Skidmore Disposition Date: 01/23/2008
Date Submitted: 01/08/2008 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
State Filing Description:

General Information

Project Name: LDS Endorsements and Pricing for Banks and Mortgages Status of Filing in Domicile: Pending
Project Number: LGLF-CW-001-08 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 01/23/2008 Deemer Date:
State Status Changed: 01/23/2008
Corresponding Filing Tracking Number:
Filing Description:
RE: COMMERCIAL GENERAL LIABILITY COVERAGE PART

NEW/REVISED COMPANY ENDORSEMENTS
AND APPLICABLE PRICING PAGE

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Project # LGLF-CW-001-008

Liberty Mutual Insurance Company NAIC-0111-23043

Liberty Mutual Fire Insurance Company NAIC-0111-23035

LM Insurance Corporation NAIC-0111-33600

The First Liberty Insurance Corporation NAIC-0111-33588

Liberty Insurance Corporation NAIC-0111-42404

The captioned companies submit the attached new endorsements for your review and acknowledgment/approval for use with the Commercial General Liability Coverage Part. For your reference, the applicable pricing page is filed accordingly under our project # LGLR-CW-001-08.

We are requesting an effective date of Upon Approval for new and renewal business.

The enclosed inventory and filing memorandum provides explanation as to our intent of these new forms.

If you should have any questions or concerns please feel free to contact me. Your review and acknowledgement/approval of this submission is appreciated.

Sincerely,

Michelle Skidmore
State Filings Analyst
Liberty Mutual Group
PO BOX 8089
Wausau WI 54402-8089
1-877-792-8728, Ext. 3203
Enclosure

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Company and Contact

Filing Contact Information

Michelle Skidmore, State Filing Analyst Michelle.Skidmore@Wausau.com
 P.O. Box 8070 (877) 792-8728 [Phone]
 Wausau, WI 54402-8070 (715) 842-6828[FAX]

Filing Company Information

Liberty Insurance Corporation	CoCode: 42404	State of Domicile: Illinois
PO BOX 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 03-0316876	

Liberty Mutual Fire Insurance Company	CoCode: 23035	State of Domicile: Wisconsin
PO Box 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 04-1924000	

Liberty Mutual Insurance Company	CoCode: 23043	State of Domicile: Massachusetts
PO Box 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 04-1543470	

LM Insurance Corporation	CoCode: 33600	State of Domicile: Iowa
PO Box 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 04-3058504	

The First Liberty Insurance Corporation	CoCode: 33588	State of Domicile: Iowa
PO Box 8070	Group Code: 111	Company Type:
Wausau, WI 54402-8070	Group Name:	State ID Number:
(877) 792-8728 ext. [Phone]	FEIN Number: 04-3058503	

Filing Fees

SERFF Tracking Number: LMUG-125419987 State: Arkansas
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Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 Base fee x 1 Form filing = \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Liberty Insurance Corporation	\$50.00	01/08/2008	17392603
Liberty Mutual Fire Insurance Company	\$0.00	01/08/2008	
Liberty Mutual Insurance Company	\$0.00	01/08/2008	
LM Insurance Corporation	\$0.00	01/08/2008	
The First Liberty Insurance Corporation	\$0.00	01/08/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	01/23/2008	01/23/2008

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Disposition

Disposition Date: 01/23/2008

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	Form Memorandum and Inventory	Approved	Yes
Form	Liberty DirectSolutions for Banks and Mortgage Companies	Approved	Yes
Form	Liberty DirectSolutions for Banks and Mortgage Companies (with Incident Coverage)	Approved	Yes
Form	Financial Services Incident Coverage	Approved	Yes
Form	Coverage for Certain Foreclosed Properties	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Liberty DirectSolutions for Banks and Mortgage Companies	LG 32 75 12 07	12 07	Endorsement/Amendment/Conditions	New	0.00	LG 3275 12 07 - LDS for Banks & Mortgage Companies.pdf
Approved	Liberty DirectSolutions for Banks and Mortgage Companies (with Incident Coverage)	LG 32 76 12 07	12 07	Endorsement/Amendment/Conditions	New	0.00	LG 3276 12 07- LDS for Mort Co with Inc Cov.pdf
Approved	Financial Services Incident Coverage	LG 32 77 12 07	12 07	Endorsement/Amendment/Conditions	New	0.00	LG 3277 12 07 - Financial Serv Incident Cov.pdf
Approved	Coverage for Certain Foreclosed Properties	LG 32 78 12 07	12 07	Endorsement/Amendment/Conditions	New	0.00	LG 3278 12 07- Cov for Cert Foreclosed Prop.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIBERTY DirectSolutions for Banks and Mortgage Companies

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1 – **REASONABLE FORCE**
- Item 2. - **NON-OWNED WATERCRAFT EXTENSION**
- Item 3. - **ALIENATED PREMISES**
- Item 4. - **LOST KEY COVERAGE**
- Item 5. - **FORECLOSED PROPERTIES**
- Item 6. - **DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE**
- Item 7. - **BODILY INJURY TO CO-EMPLOYEES**
- Item 8. - **HEALTH CARE PROFESSIONALS AS INSURED**
- Item 9. - **NEWLY FORMED OR ACQUIRED ENTITIES**
- Item 10. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES**
- Item 11. - **BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION**
- Item 12. - **ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS**
- Item 13. - **ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT**
- Item 14. - **KNOWLEDGE OF OCCURRENCE**
- Item 15. - **UNINTENTIONAL ERRORS AND OMISSIONS**
- Item 16. - **BODILY INJURY REDEFINITION**
- Item 17. - **MOBILE EQUIPMENT REDEFINITION**
- Item 18. - **SUPPLEMENTARY PAYMENTS**
- Item 19. - **LIBERALIZATION**

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A is replaced by the following:

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

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1. Subparagraph j.(2) of Exclusions of Section I – Coverages – Bodily Injury And Property Damage Liability is replaced by the following:
 - (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - LOST KEY COVERAGE

Exclusions **j.(3)** and **j.(4)** of COVERAGE **A** (Section **I**) and exclusion **2.a.(2)** of WHO IS AN INSURED (Section **II**) do not apply to the loss of keys or key cards by an insured, subject to the following:

- A.** The additional insurance provided by this endorsement/provision applies only to the following damages:
 - 1. The actual cost of the keys or key cards;
 - 2. Adjustment of locks to accept new keys or key cards; and
 - 3. The cost of new locks, including the cost of their installation, due to your loss of keys; however, this provision does not apply to locks operated by key cards.
- B.** The additional insurance provided by this endorsement/provision does not apply to:
 - 1. Misappropriation;
 - 2. Secretion;
 - 3. Conversion;
 - 4. Infidelity; or
 - 5. Any dishonest act on the part of any insured.

C. Limits of Insurance:

- 1. The additional insurance provided by this endorsement/provision is subject to a sublimit of \$100,000 each occurrence.

This sublimit is subject to the Each Occurrence Limit shown in the Declarations; it is not in addition to the Each Occurrence Limit.
- 2. The additional insurance provided by this endorsement/provision is subject the General Aggregate Limit shown in the Declarations.
- 3. These limits are 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".

Item 5. - FORECLOSED PROPERTIES

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” arising out of or in any way directly or indirectly related to “foreclosed property” newly acquired during the policy period.

The preceding exclusion does not apply to “residential property” fewer than four stories in height.

For purposes of this coverage section the following definitions apply:

“Foreclosed property” means property:

- 1. to which you have perfected your right of possession; or
- 2. which you originally acquired through foreclosure, repossession or deed in lieu of foreclosure because it was used as security for a loan you made or serviced and there was a default on that loan.

“Residential property” means habitational or residential structures that people buy to live in indefinitely or that people rent periods of at least 30 days. Such structures include single-family housing, multi-family housing, apartments, condominiums, town homes and dormitories. Such structures do not include, among others, hotels, motels, boarding houses and prisons.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of **2. Exclusions** under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent

damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

B. Limits for Damage to Premises Rented to You

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

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II – Who Is an Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II – Who Is an Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 8. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph 2.a. (1) (d) of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The “employee” has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than one the bank operates in connection with a non "residential property" acquired through foreclosure as outlined by Item 5. Foreclosed Properties of this endorsement and other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,whichever is earlier.
 - b. Coverage A does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

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

Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you if the written lease agreement obligates you to procure such additional insured coverage, provided that:

1. the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the “bodily injury” or “property damage”, “personal and advertising injury” for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability incurred in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for liability incurred by the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

If the written lease agreement, however, requires that you indemnify the additional insured for its sole negligence then we will cover the additional insured for liability resulting from its sole negligence, but only if:

1. the language in the written lease agreement requiring indemnification for the additional insured’s sole negligence is valid and enforceable pursuant to the law of the jurisdiction whose law governs the interpretation of the written lease agreement;

and

2. the “bodily injury”, “property damage” and/or “personal and advertising injury” in question results, at least in part, from the ongoing operations or activities of you, your employees, your agents or your subcontractors.

If the written agreement provides that a particular state’s law will apply, then we will apply such provision.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

The insurance provided by this Item does not apply to:

1. Any “occurrence” that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured’s own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an insured any person or organization if you are obligated by a written agreement to procure such additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions or the negligent acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

If the written agreement, however, requires that you indemnify the additional insured for its sole negligence then we will cover the additional insured for liability resulting from its sole negligence, but only if:

1. the language in the written agreement requiring indemnification for the additional insured's sole negligence is valid and enforceable pursuant to the law of the jurisdiction whose law governs the interpretation of the written agreement;

and

2. the "bodily injury", "property damage" and/or "personal and advertising injury" in question results, at least in part, from the ongoing operations or activities of you, your employees, your agents or your subcontractors.

If the written agreement provides that a particular state's law will apply, then we will apply such provision.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

The insurance provided by this Item does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 13. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 14. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 15. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 16. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section **V** - Definitions is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 17. - MOBILE EQUIPMENT REDEFINITION

Paragraph **12. f.(1)** of Section **V** – Definitions is replaced by the following:

Equipment more than 1000 pounds gross vehicle weight designed primarily for:

- C. Snow removal;
- D. Road maintenance, but not construction or resurfacing; or
- E. Street cleaning.

Item 18. - SUPPLEMENTARY PAYMENTS

Section **I** - Coverages, Supplementary Payments - Coverages **A** and **B**, item **1. b.** and **1. d.**, respectively, are replaced with:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 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 substantiated loss of earnings up to \$500 a day because of time off from work.

Item 19. - LIBERALIZATION

Section **IV** - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Linn
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIBERTY DirectSolutions for Banks and Mortgage Companies
(with Incident Coverage)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

- Item 1. - REASONABLE FORCE
- Item 2. - NON-OWNED WATERCRAFT EXTENSION
- Item 3. - ALIENATED PREMISES
- Item 4. - LOST KEY COVERAGE
- Item 5. - FORECLOSED PROPERTIES
- Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE
- Item 7. - FINANCIAL SERVICES INCIDENT COVERAGE
- Item 8. - BODILY INJURY TO CO-EMPLOYEES
- Item 9. - HEALTH CARE PROFESSIONALS AS INSUREDS
- Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES
- Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES
- Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION
- Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS
- Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT
- Item 15. - KNOWLEDGE OF OCCURRENCE
- Item 16. - UNINTENTIONAL ERRORS AND OMISSIONS
- Item 17. - BODILY INJURY REDEFINITION
- Item 18. - MOBILE EQUIPMENT REDEFINITION
- Item 19. - SUPPLEMENTARY PAYMENTS
- Item 20. - LIBERALIZATION

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A is replaced by the following:

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

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

- 1. Subparagraph j.(2) of Exclusions of Section I – Coverages – Bodily Injury And Property Damage Liability is replaced by the following:
 - (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - LOST KEY COVERAGE

Exclusions **j.(3)** and **j.(4)** of COVERAGE **A** (Section **I**) and exclusion **2.a.(2)** of WHO IS AN INSURED (Section **II**) do not apply to the loss of keys or key cards by an insured, subject to the following:

- A.** The additional insurance provided by this endorsement/provision applies only to the following damages:
 - 1. The actual cost of the keys or key cards;
 - 2. Adjustment of locks to accept new keys or key cards; and
 - 3. The cost of new locks, including the cost of their installation, due to your loss of keys; however, this provision does not apply to locks operated by key cards.
- B.** The additional insurance provided by this endorsement/provision does not apply to:
 - 1. Misappropriation;
 - 2. Secretion;
 - 3. Conversion;
 - 4. Infidelity; or
 - 5. Any dishonest act on the part of any insured.

C. Limits of Insurance:

- 1. The additional insurance provided by this endorsement/provision is subject to a sublimit of \$100,000 each occurrence.

This sublimit is subject to the Each Occurrence Limit shown in the Declarations; it is not in addition to the Each Occurrence Limit.
- 2. The additional insurance provided by this endorsement/provision is subject the General Aggregate Limit shown in the Declarations.
- 3. These limits are 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".

Item 5. - FORECLOSED PROPERTIES

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” arising out of or in any way directly or indirectly related to “foreclosed property” newly acquired during the policy period.

The preceding exclusion does not apply to “residential property” fewer than four stories in height.

For purposes of this coverage section the following definitions apply:

“Foreclosed property” means property:

- 1. to which you have perfected your right of possession; or
- 2. which you originally acquired through foreclosure, repossession or deed in lieu of foreclosure because it was used as security for a loan you made or serviced and there was a default on that loan.

“Residential property” means habitational or residential structures that people buy to live in indefinitely or that people rent periods of at least 30 days. Such structures include single-family housing, multi-family housing, apartments, condominiums, town homes and dormitories. Such structures do not include, among others, hotels, motels, boarding houses and prisons.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of **2. Exclusions** under Section **I – Coverage A** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent

damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section **III** – Limits of Insurance.

B. Limits for Damage to Premises Rented to You

Paragraph **6.** of Section **III** – Limits of Insurance is replaced by the following:

Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage **A** for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - FINANCIAL SERVICES INCIDENT COVERAGE

Coverage **C - Medical Payments** is deleted and replaced by the following:

Coverage C – Financial Services Incident Coverage

1. Insuring Agreement

a. We will pay medical expenses as described below for “bodily injury” caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (i) The accident takes place in the “coverage territory” and during the policy period;
- (ii) The expenses are incurred and reported to us within three years of the date of the accident; and
- (iii) The injured person submits to examination, at our expense, by physicians of our choice as often as we may reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for “bodily injury”:

- a. To any insured, except “volunteer workers”
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured within premises you own or rent if the injury occurs in that part of the premises that the person normally occupies.
- d. To a person, whether or not an “employee” of any insured, if benefits for the “bodily injury” are payable or must be provided under a workers compensation, disability benefits or any similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletics contests.
- f. Excluded under Coverage A.

3. Limit of Liability

Subject to the Each Occurrence limit of insurance and the General Aggregate Limit, the most we will pay under this coverage for all medical expenses because of “bodily injury” sustained by any one person is \$5,000.

4. Conditions

This coverage is an agreement between us and you. Any obligations we have pursuant to this coverage are obligations we have assumed toward you, and to no other individuals or entities. No party other than you is intended to be a party to, or a beneficiary of, this coverage.

Subject to the foregoing insuring agreement and exclusions, we will not make payment to any injured party under this coverage unless that injured party agrees to release you and any other party qualifying as an insured on this policy from any and all tort liability for the incident giving rise to the injured party’s injury. This release must be in writing.

Any and all obligations we may have under this coverage are voidable, at our discretion, if that injured person initiates a claim or "suit" against you or any other insured arising out of the "occurrence" giving rise to the injured party's injuries, and alleging that you or any other insured is legally liable for the injured party's injuries.

Item 8. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is an Insured** do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs **2.a.(1)(a), (b) and (c)** of **Section II – Who Is an Insured** do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 9. - HEALTH CARE PROFESSIONALS AS INSUREDS

Paragraph **2.a. (1) (d)** of **Section II – Who Is An Insured** is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 10. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph **3.** of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization, other than one the bank operates in connection with a non "residential property" acquired through foreclosure as outlined by Item 5. Foreclosed Properties of this endorsement and other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period,
whichever is earlier.
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

Item 11. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you if the written lease agreement obligates you to procure such additional insured coverage, provided that:

1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the "bodily injury" or "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability incurred in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for liability incurred by the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

If the written lease agreement, however, requires that you indemnify the additional insured for its sole negligence then we will cover the additional insured for liability resulting from its sole negligence, but only if:

1. the language in the written lease agreement requiring indemnification for the additional insured's sole negligence is valid and enforceable pursuant to the law of the jurisdiction whose law governs the interpretation of the written lease agreement;

and

2. the "bodily injury", "property damage" and/or "personal and advertising injury" in question results, at least in part, from the ongoing operations or activities of you, your employees, your agents or your subcontractors.

If the written agreement provides that a particular state's law will apply, then we will apply such provision.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

The insurance provided by this Item does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an insured any person or organization if you are obligated by a written agreement to procure such additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions or the negligent acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:

(a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and

(b) the written agreement is in effect at the time of the "bodily injury", "property damage", or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

If the written agreement, however, requires that you indemnify the additional insured for its sole negligence then we will cover the additional insured for liability resulting from its sole negligence, but only if:

1. the language in the written agreement requiring indemnification for the additional insured’s sole negligence is valid and enforceable pursuant to the law of the jurisdiction whose law governs the interpretation of the written agreement;

and

2. the “bodily injury”, “property damage” and/or “personal and advertising injury” in question results, at least in part, from the ongoing operations or activities of you, your employees, your agents or your subcontractors.

If the written agreement provides that a particular state’s law will apply, then we will apply such provision.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

The insurance provided by this Item does not apply to:

1. Any premises or equipment leased to you.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured’s own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - ADDITIONAL INSURED – STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II – Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. “Bodily injury,” “property damage” or “personal and advertising injury,” unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 14. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

There is no coverage for the additional insured for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph **A.**, above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 15. - KNOWLEDGE OF OCCURRENCE

Subparagraph **2.a., b. and c.** of Condition **2.** Section **IV** – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word “you” refers to an “executive officer”, partner, member or legal representative, and any other “employee” with insurance or risk management responsibilities.

Item 16. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph **6.** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 17. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section **V** - Definitions is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 18. - MOBILE EQUIPMENT REDEFINITION

Paragraph **12. f.(1)** of Section **V** – Definitions is replaced by the following:

Equipment more than 1000 pounds gross vehicle weight designed primarily for:

- C. Snow removal;
- D. Road maintenance, but not construction or resurfacing; or
- E. Street cleaning.

Item 19. - SUPPLEMENTARY PAYMENTS

Section **I** - Coverages, Supplementary Payments - Coverages **A** and **B**, item **1. b.** and **1. d.**, respectively, are replaced with:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 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 substantiated loss of earnings up to \$500 a day because of time off from work.

Item 20. - LIBERALIZATION

Section **IV** - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Long
SECRETARY

Edmund F. Kelly
PRESIDENT

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINANCIAL SERVICES INCIDENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage C - Medical Payments is deleted and replaced by the following:

Coverage C – Financial Services Incident Coverage

1. Insuring Agreement

a. We will pay medical expenses as described below for “bodily injury” caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (i) The accident takes place in the “coverage territory” and during the policy period;
- (ii) The expenses are incurred and reported to us within three years of the date of the accident; and
- (iii) The injured person submits to examination, at our expense, by physicians of our choice as often as we may reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for “bodily injury”:

- a. To any insured, except “volunteer workers”
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured within premises you own or rent, if the injury occurs in that part of the premises that the person normally occupies.
- d. To a person, whether or not an “employee” of any insured, if benefits for the “bodily injury” are payable or must be provided under a workers compensation, disability benefits or any similar law.
- e. To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletics contests.
- f. Excluded under Coverage A.

3. Limit of Liability

Subject to the Each Occurrence limit of insurance and the General Aggregate Limit, the most we will pay under

this coverage for all medical expenses because of “bodily injury” sustained by any one person is:

- | | |
|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> \$ 1,000 | <input type="checkbox"/> \$ 5,000 |
| <input type="checkbox"/> \$ 2,500 | <input type="checkbox"/> \$10,000 |

4. Conditions

This coverage is an agreement between us and you. Any obligations we have pursuant to this coverage are obligations we have assumed toward you, and to no other individuals or entities. No party other than you is intended to be a party to, or a beneficiary of, this coverage.

Subject to the foregoing insuring agreement and exclusions, we will not make payment to any injured party under this coverage unless that injured party agrees to release you and any other party qualifying as an insured on this policy from any and all tort liability for the incident giving rise to the injured party’s injury. This release must be in writing.

Any and all obligations we may have under this coverage are voidable, at our discretion, if that injured person initiates a claim or "suit" against you or any other insured arising out of the "occurrence" giving rise to the injured party's injuries, and alleging that you or any other insured is legally liable for the injured party's injuries.

This endorsement is executed by the

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

Audit Basis

Issued To


SECRETARY


PRESIDENT

Countersigned by

Authorized

Representative

Issued

Sales Office and No.

End. Serial No.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN FORECLOSED PROPERTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

FORECLOSED PROPERTIES

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of or in any way directly or indirectly related to "foreclosed property" newly acquired during the policy period.

The preceding exclusion does not apply, however, to "residential property" fewer than four stories in height.

For purposes of this coverage section the following definitions apply:

"Foreclosed property" means property:

1. to which you have perfected your right of possession; or
2. which you originally acquired through foreclosure, repossession or deed in lieu of foreclosure because it was used as security for a loan you made or serviced and there was a default on that loan.

"Residential property" means habitational or residential structures that people buy to live in indefinitely or that people rent for periods of at least 30 days. Such structures include single-family housing, multi-family housing, apartments, condominiums, town homes and dormitories. Such structures do not include, among others, hotels, motels, boarding houses and prisons.

This endorsement is executed by the

Premium \$

Effective Date

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For attachment to Policy No.

Audit Basis

Issued To

Dexter R. Lay
SECRETARY

Edward F. Kelly
PRESIDENT

Countersigned by

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Sales Office and No.

End. Serial No.

SERFF Tracking Number: LMUG-125419987 *State:* Arkansas
First Filing Company: Liberty Insurance Corporation, ... *State Tracking Number:* EFT \$50
Company Tracking Number: LGLF-CW-001-08
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: Commercial General Liability
Project Name/Number: LDS Endorsements and Pricing for Banks and Mortgages/LGLF-CW-001-08

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LMUG-125419987 State: Arkansas
First Filing Company: Liberty Insurance Corporation, ... State Tracking Number: EFT \$50
Company Tracking Number: LGLF-CW-001-08
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Commercial General Liability
Project Name/Number: LDS Endorsements and Pricing for Banks and Mortgages/LGLF-CW-001-08

Supporting Document Schedules

Review Status:
Bypassed -Name: Uniform Transmittal Document-
Property & Casualty **Approved** 01/23/2008
Bypass Reason: NA
Comments:

Review Status:
Satisfied -Name: Form Memorandum and Inventory **Approved** 01/23/2008
Comments:
Attachments:
Filing Memorandum - Forms.pdf
Filing Inventory 12 07.pdf

Filing Memorandum

With the increase in residential foreclosures, banks are in need of automatic coverage for these properties more than ever. Coupled with the growing difficulty in off-loading these properties to others (Fannie Mae, etc.), the volume of foreclosures current on their books can create a significant General Liability concern. The attached filing extends automatic coverage to residential foreclosures of less than four stories to help address this critical need. The enclosed "LIBERTY DirectSolutions" for Banks and Mortgage Companies series of endorsements includes this coverage and a myriad of other coverage expansions in a specific industry form.

Each of the individual coverage grants in the "LIBERTY DirectSolutions" forms will also be available separately. Most of these stand-alone endorsements have already been filed and are not being filed again with this package. However, the two included in this filing package are new.

All of the endorsements in this filing are optional at the choice of the customer.

Filing Inventory

Form Number	Form Title	Intent	New/ Revised	Replaces Form Number	Prior Project #	Optional/ Mandatory	Restrict/ Broaden	Additional Premium Charge
LG 32 75 12 07	LIBERTY DirectSolutions for Banks & Mortgage Companies	Packages specific coverages that meet the needs of customers in the financial services industry and provides a solution to their industry specific exposures.	New	N/A	N/A	Optional	Broaden	2.5% of total GL premium subject to our filed Experience & Schedule Rating plans. Minimum premium of \$500.
LG 32 76 12 07	LIBERTY DirectSolutions for Banks & Mortgage Companies (With Incident Coverage)	Packages specific coverages that meet the needs of customers in the financial services industry and provides a solution to their industry specific exposures. Includes Incident Coverage which responds like Medical Payment but also includes hepatitis A treatments and requires beneficiaries to waive future litigation.	New	N/A	N/A	Optional	Broaden	2.5% of total GL premium subject to our filed Experience & Schedule Rating plans. Minimum premium of \$500.
LG 32 77 12 07	Financial Services Incident Coverage	Replaces Medical Payments but responds like Medical Payment while also including coverage for hepatitis A treatments. Accepting payments under the Incident coverage requires beneficiaries to waive future litigation.	New	N/A	N/A	Optional	Broaden	Premium varies by limit selected: \$1,000 limit results in premium credit of 0.010 per \$1,000 of Sales (-.010); \$2,500 limit results in premium credit of 0.005 per \$1,000 of Sales (-.005); \$5,000 limit results in no premium credit or debit (premium neutral); \$10,000 limit results in premium debit of 0.026 per \$1,000 of Sales (+.026).
LG 32 78 12 07	Coverage For Certain Foreclosed Properties	Provides automatic coverage for residential foreclosures made by banks during the policy term.	New	N/A	N/A	Optional	Broaden	2% of total GL premium subject to our filed Experience & Schedule rating plans. No minimum premium.