Filing at a Glance

Company: Columbia National Insurance Company

Product Name: Businessowners	SERFF Tr Num: CLBA-125849697	State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: EFT $50
Sub-TOI: 05.0002 Businessowners	Co Tr Num: CNI-BOP-08-F05	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Authors: Dennis McVay, Christina Walker, DeeDee Williams	Disposition Date: 10/10/2008
	Date Submitted: 10/08/2008	Disposition Status: Approved
Effective Date Requested (New): 12/01/2008		Effective Date (New): 12/01/2008
Effective Date Requested (Renewal):		Effective Date (Renewal):

State Filing Description:

General Information

Project Name: New forms BO-383 & SMA-1	Status of Filing in Domicile: Pending
Project Number: CNI-BOP-08-F05	Domicile Status Comments:
Reference Organization: N/A	Reference Number: N/A
Reference Title: N/A	Advisory Org. Circular: N/A
Filing Status Changed: 10/10/2008	
State Status Changed: 10/10/2008	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

We are filing new company forms BO-383 (12-08) Sexual Misconduct Liability Endorsement and SMA-1 (12-08) Sexual Misconduct Supplemental Application, which we propose to use in our Businessowners Policy Program. These are optional forms, of our own design, and do not replace any previously filed forms.

Company and Contact

Filing Contact Information

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Filing Company Information

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CoCode: 19640
Group Code: 807

Group Name: Columbia Insurance Group
FEIN Number: 47-0685688

State of Domicile: Nebraska
Company Type: Stock

State ID Number: 03

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Columbia National Insurance Company	$50.00	10/08/2008	23051155

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/10/2008	10/10/2008

SERFF Tracking Number:	*CLBA-125849697*	*State:*	*Arkansas*
Filing Company:	*Columbia National Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*CNI-BOP-08-F05*		
TOI:	*05.0 Commercial Multi-Peril - Liability & Non-Liability*	*Sub-TOI:*	*05.0002 Businessowners*
Product Name:	*Businessowners*		
Project Name/Number:	*New forms BO-383 & SMA-1/CNI-BOP-08-F05*		

Disposition

Disposition Date: 10/10/2008

Effective Date (New): 12/01/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*CLBA-125849697*	*State:*	*Arkansas*
Filing Company:	*Columbia National Insurance Company*	*State Tracking Number:*	*EFT $50*
Company Tracking Number:	*CNI-BOP-08-F05*		
TOI:	*05.0 Commercial Multi-Peril - Liability & Non-Liability*	*Sub-TOI:*	*05.0002 Businessowners*
Product Name:	*Businessowners*		
Project Name/Number:	*New forms BO-383 & SMA-1/CNI-BOP-08-F05*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Sexual Misconduct Liability Endorsement	Approved	Yes
Form	Sexual Misconduct Supplemental Application	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Sexual Misconduct Liability Endorsement	BO-383	12-08	Endorsement/Amendment/Conditions	New			BO-383 12-08 Sexual Misconduct Liability Endorsement.pdf
Approved	Sexual Misconduct Supplemental Application	SMA-1	12-08	Application/Binder/Enrollment	New			SMA-1 12-08 Sexual Misconduct Supplemental Applica….pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL MISCONDUCT LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Sexual Misconduct Liability Annual Aggregate Limit Of Insurance:	**$**	
Supplemental Limit:	**$**	
Retroactive Date:		**Extended Reporting Period**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

For the purposes of the coverage provided by this endorsement, **Section II – Liability** is amended as follows:

A. The following is added to Paragraph **A. Coverages:**

1. Insuring Agreement

a. We will pay those sums the insured becomes legally obligated to pay as damages resulting from an "injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages because of an "injury" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in "injury". We may settle any "claim" that may result. But:

(1) The amount we will pay for damages and "defense expenses" is limited as described in Paragraph **C.1.** Sexual Misconduct Liability Annual Aggregate Limit Of Insurance; and

(2) The coverage and duty to defend provided by this endorsement will end when we have used the applicable Sexual Misconduct Liability Annual Aggregate Limit of Insurance for "defense expenses" or the payment of judgments or settlements.

No other obligation or liability to pay sums, such as civil or criminal fines imposed on you or any other insured, or to perform acts or services, is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "injury" only if:

(1) The "injury" arises out of an offense that takes place in the "coverage territory";

(2) The offense out of which the "injury" arose did not commence before the Retroactive Date, if any, shown in the Schedule, or after the end of the policy period; and

(3) A "claim" because of the "injury" is first made against any insured, in accordance with Paragraph **c.** below, during the policy period or an Extended Reporting Period provided under Paragraph **E.** of this endorsement.

c. A "claim" will be deemed to have been made at the earlier of the following times:

(1) When notice of such "claim" is received by any insured and reported to us in writing; or

(2) When a "claim" against an insured is made directly to us in writing.

A "claim" received by the insured during the policy period and reported to us within 30 days after the end of the policy period will be considered to have been reported within the policy period. However, this 30-day grace period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would have been covered but for exhaustion of the amount of insurance applicable to such "claims".

d. All "claims" arising out of "injury" to the same person, including damages claimed by any person for care, loss of services or death resulting at any time from the "injury", will be deemed to have been made at the time the first of such "claims" is made, regardless of the number of "claims" subsequently made.

B. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph **B. Exclusions,** Subparagraph **1. Applicable To Business Liability Coverage:**

This insurance does not apply to:

a. Criminal, Fraudulent Or Malicious Acts

An insured's liability arising out of criminal, fraudulent or malicious acts or omissions by that insured.

This exclusion does not affect our duty to defend, in accordance with Paragraph **A.1.** of this endorsement, an insured prior to determining, through the appropriate legal processes, that that insured is responsible for a criminal, fraudulent or malicious act or omission.

b. Contractual Liability

"Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

c. Any person who actually personally participated in, directed, or knowingly allowed any act of “sexual misconduct”. The Company shall have no duty to investigate, defend or settle any claim or suit brought against any such person as described in this paragraph.

d. Liability of the insured who commits or knowingly allows a “sexual harassment” or “discrimination” offense.

C. For the purposes of the coverage provided by this endorsement, Paragraph **D. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

1. Sexual Misconduct Liability Annual Aggregate Limit Of Insurance

a. The Sexual Misconduct Liability Annual Aggregate Limit Of Insurance shown in the Schedule of this endorsement is the most we will pay in any one policy year, regardless of the number of:

(1) Insureds;

(2) "Claims" made or "suits" brought; or

(3) Persons, organizations or government agencies making "claims" or bringing "suits".

b. The Sexual Misconduct Liability Annual Aggregate Limit Of Insurance shown in the Schedule of this endorsement is the most we will pay for the sum of:

(1) All damages; and

(2) All "defense expenses"

because of the total of all "claims" first made against an insured during the policy period.

If the first loss payment for damages or "defense expenses" under this endorsement does not exhaust the Sexual Misconduct Liability Annual Aggregate Limit Of Insurance, then the balance of that Limit is available for subsequent damage or "defense expenses" sustained in but not after that policy year.

D. For the purposes of the coverage provided by this endorsement, the following are added to Paragraph **E. Liability And Medical Expenses General Conditions:**

1. Duties In The Event Of A Claim Or An Incident That May Result In Injury

a. If a "claim" is received by any insured, you must:

(1) Immediately record the specifics of the "claim" and the date received; and

(2) Notify us, in writing, as soon as practicable.

b. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" or damage to which this insurance may also apply.

c. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

d. If you have knowledge of an incident which may result in "injury" and for which a "claim" has not yet been received, you must notify us, in writing, as soon as practicable. Notice of an incident is not notice of a "claim".

2. Representations

By accepting this policy, you agree that:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

3. If You Are Permitted To Select Defense Counsel

If, by mutual agreement or court order, the insured is given the right to select defense counsel and the Sexual Misconduct Liability Annual Aggregate Limit of Insurance has not been used up, the following provisions apply:

a. We retain the right, at our discretion, to:

(1) Settle, approve or disapprove the settlement of any "claim"; and

(2) Appeal any judgment, award or ruling at our expense.

b. You and any other involved insured must:

(1) Continue to comply with Paragraph **D.1.** Duties In The Event Of A Claim Or An Incident That May Result In Injury Condition of this endorsement as well as the other provisions of this policy; and

(2) Direct defense counsel of the insured to:

(a) Furnish us with the information we request to evaluate those "suits" for coverage under this policy; and

(b) Cooperate with any counsel we may select to monitor or associate in the defense of those "suits".

c. If we defend you under a reservation of rights, both your and our counsel will be required to maintain records pertinent to your "defense expenses". These records will be used to determine the allocation of any "defense expenses" for which you may be solely responsible, including defense of an allegation not covered by this insurance.

4. Transfer Of Duties When Limit Of Insurance Is Used Up

a. If we conclude that, based on "claims" which have been reported to us and to which this insurance may apply, the Sexual Misconduct Liability Annual Aggregate Limit Of Insurance is likely to be used up in the payment of judgments or settlements for damages or the payment of "defense expenses", we will notify the first Named Insured, in writing, to that effect.

b. When the Sexual Misconduct Liability Annual Aggregate Limit Of Insurance has actually been used up in the payment of judgments or settlements for damages or the payment of "defense expenses", we will:

(1) Notify the first Named Insured in writing, as soon as practicable, that such a limit has actually been used up and that our duty to defend the insured against "suits" seeking damages subject to that limit has also ended;

(2) Initiate, and cooperate in, the transfer of control, to any appropriate insured, of all "suits" for which the duty to defend has ended for the reason described in preceding Paragraph **4.b.(1)** and which are reported to us before that duty to defend ended; and

(3) Take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

c. If the circumstances described in Paragraph **4.b.(1)** have occurred, the first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must:

(1) Cooperate in the transfer of control of "suits"; and

(2) Arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

d. We will take no action with respect to defense for any "claim" if such "claim" is reported to us after the Sexual Misconduct Liability Annual Aggregate Limit Of Insurance has been used up. It becomes the responsibility of the first Named Insured, and any other insured involved in such a "claim", to arrange defense for such "claim".

e. The first Named Insured will reimburse us as soon as practicable for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph **4.b.**

f. The exhaustion of the Sexual Misconduct Liability Annual Aggregate Limit Of Insurance and the resulting end of our duty to defend will not be affected by our failure to comply with any of the provisions of this Condition.

E. Extended Reporting Period

1. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added:

a. You will have the right to purchase an Extended Reporting Period from us if:

(1) This endorsement is cancelled or not renewed for any reason; or

(2) We renew or replace this endorsement with insurance that:

(a) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(b) Does not apply to "injury" on a claims-made basis.

b. An Extended Reporting Period, as specified in Paragraph **E.1.a.** above, lasts three years and is available only for an additional premium.

c. The Extended Reporting Period starts with the end of the policy period. It does not extend the policy period or change the scope of the coverage provided. It applies only to "claims" to which the following applies:

(1) The "claim" is first made during the Extended Reporting Period;

(2) The "injury" occurs before the end of the policy period; and

(3) The offense out of which the "injury" arose did not commence before the Retroactive Date.

d. You must give us a written request for the Extended Reporting Period within 30 days after the end of the policy period or the effective date of cancellation, whichever comes first.

e. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due and any premium or deductible you owe us for coverage provided under this endorsement. Once in effect, the Extended Reporting Period may not be cancelled.

f. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

(1) The exposures insured;

(2) Previous types and amounts of insurance;

(3) Sexual Misconduct Liability Annual Aggregate Limit of Insurance available under this endorsement for future payment of damages; and

(4) Other related factors.

The additional premium will not exceed 200% of the annual premium for this endorsement.

g. When the Extended Reporting Period is in effect, we will provide a Supplemental Limit of Insurance for any "claim" first made during the Extended Reporting Period.

The Supplemental Limit of Insurance will be equal to the dollar amount shown in the Schedule of this endorsement under the Sexual Misconduct Liability Annual Aggregate Limit Of Insurance.

Paragraph **C.1.b.** of this endorsement will be amended accordingly.

2. If the Extended Reporting Period is chosen by checking the appropriate box in the Schedule of this endorsement, the provisions of this Paragraph **2.** supercede any other provisions of this endorsement to the contrary.

a. An Extended Reporting Period is provided, as described in Paragraph **E.** Extended Reporting Period.

b. A Supplemental Limit of Insurance applies, as set forth in Paragraph **E.2.c.** below, to "claims" first received and recorded during the Extended Reporting Period. The limit is equal to the Sexual Misconduct Liability Annual Aggregate Limit of Insurance entered in the Schedule.

c. Paragraph **C.1.b.** of this endorsement is replaced by the following:

b. The Sexual Misconduct Liability Annual Aggregate Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for the sum of:

(1) All damages; and

(2) All "defense expenses";

because of the total of all "claims" first made against an insured, except "claims" first made and recorded during the Extended Reporting Period.

c. The Sexual Misconduct Liability Supplemental Limit Of Insurance is the most we will pay for the sum of:

(1) All damages; and

(2) All "defense expenses";

for the total of all "claims" first received and recorded during the Extended Reporting Period.

d. Paragraph **C.1.b. Sexual Misconduct Liability Annual Aggregate Limit Of Insurance,** as amended by Paragraph **E.2.c.,** is otherwise unchanged and applies in its entirety.

e. The Extended Reporting Period will not take effect unless the additional premium for it, as set forth in Paragraph **E.** Extended Reporting Period, is paid when due. If that premium is paid when due, the Extended Reporting Period may not be cancelled.

F. For the purposes of the coverage provided by this endorsement, the following is added to Paragraph **F. Liability And Medical Expenses Definitions** of the policy:

1. "Claim" means a "suit" or demand made by or for the injured person for damages because of alleged "injury".

2. "Defense expenses" means payments allocated to a specific "claim" we investigate, settle or defend, for its investigation, settlement or defense, including:

a. Fees and salaries of attorneys and paralegals we retain.

b. Fees of attorneys the insured retains when, by our mutual agreement or court order (or when required by administrative hearing or proceeding), the insured is given the right to retain defense counsel to defend against a "claim".

c. All other litigation or administrative hearing expenses, including fees or expenses of expert witnesses hired either by us or by the defense attorney retained by an insured.

d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to $250 a day because of time off from work.

e. Costs taxed against the insured in a "suit".

"Defense expenses" does not include salaries and expenses of our "employees" or the insured's "employees" (other than those described in Paragraph **d.** of this definition).

3. "Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

4. "Injury" means bodily injury, sickness or disease, including death resulting from any of these at any time; mental anguish or emotional distress sustained by a person as a result of “sexual misconduct”.

5. "Sexual Harassment" means unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct or a sexual nature when such conduct:

a. Is linked implicitly or explicitly with a decision affecting a term or condition of an individual’s employment;

b. Interferes with an individual’s job performance; or

c. Creates an intimidating, hostile or offensive working environment for an individual.

6. "Sexual Misconduct" is any activity which is sexual in nature whether permitted or unpermitted, including but not limited to, sexual molestation, sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual message, sexual exploitation, sexual exhibition, photographic, video or other reproduction of sexual activity, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, undue familiarity, or unauthorized touching.

COLUMBIA INSURANCE GROUP

Sexual Misconduct Supplemental Application

1. Does your ministry have a formal screening program designed to prevent acts of abuse or sexual misconduct, including background checks? _____Yes _____No

2. Does your ministry require a staff/volunteer worker application for all members or volunteers having contact with minors? _____Yes _____No

3. What is the approximate number of children involved in ministries offered by your organization? _____

4. Does your ministry require the presence of at least two adults during all child/youth ministries or activities? _____Yes _____No

5. Does your ministry have a regional or national affiliation? _____Yes _____No
(If yes, please specify: _____.)

6. Has your ministry ever had an allegation or lawsuit filed against you alleging any type of abuse or sexual misconduct? _____Yes _____No (If yes, please provide details on the reverse side of this form.)

7. Are you aware of any past or present situation in your ministry that could produce an allegation or lawsuit claiming any type of abuse or sexual misconduct? _____Yes _____No (If yes, please provide details on the reverse side of this form.)

8. Are you aware of any current employee or ministry volunteer who has ever participated in, been accused or convicted of, or plead guilty or no contest to any type of abuse or sexual misconduct? _____Yes _____No
(If yes, please provide details on the reverse side of this form.)

9. (a) Please provide details of any allegation or lawsuit charging any type of abuse or sexual misconduct filed against your ministry or any member of your ministry. Please do not identify any individuals by name in this explanation. (Provide details on reverse side of this form.)

   (b) Please describe any past or present situation in your ministry that could produce an allegation or lawsuit claiming any type of abuse or sexual misconduct. Please do not identify any individuals by name in this explanation. (Provide details on reverse side of this form.)

   (c) Please provide circumstances of any employee or ministry volunteer who has previously participated in, been accused or convicted of, or plead guilty or no contest to any type of abuse or sexual misconduct. Please do not identify any individuals by name in this explanation. (Provide details on reverse side of this form.)

Applicant's Name:_____ Title:_____
(Please print)

Applicant's Signature:_____ Date:_____

Applicant's Name:_____ Title:_____
(Please print)

Applicant's Signature:_____ Date:_____

Agent's Signature:_____ Date:_____

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

		Review Status:	
Bypassed -Name:	Uniform Transmittal Document-Property & Casualty	Approved	10/10/2008
Bypass Reason:	Please see General Information and Form Schedule tabs.		
Comments:			