

SERFF Tracking Number: CMPX-125843690 State: Arkansas
Filing Company: Companion Property & Casualty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: P#08197
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
Only
Product Name: General Liability
Project Name/Number: MU GL Pest Control Forms for CPP/P#08197

Filing at a Glance

Company: Companion Property & Casualty Insurance Company

Product Name: General Liability SERFF Tr Num: CMPX-125843690 State: Arkansas

TOI: 05.2 Commercial Multi-Peril - Liability Portion Only SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 05.2003 Commercial Package

Co Tr Num: P#08197 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins

Author: SPI CompanionPCGroup Disposition Date: 10/03/2008

Date Submitted: 10/03/2008 Disposition Status: Approved

Effective Date Requested (New): 12/01/2008 Effective Date (New): 12/01/2008

Effective Date Requested (Renewal): 12/01/2008

State Filing Description:

General Information

Project Name: MU GL Pest Control Forms for CPP

Project Number: P#08197

Reference Organization:

Reference Title:

Filing Status Changed: 10/03/2008

State Status Changed: 10/03/2008

Corresponding Filing Tracking Number:

Filing Description:

Companion Property and Casualty Insurance Company wishes to file the following independent forms for use with our General Liability policies.

GL 90 25 - Pest Control Operations General Liability Limitation Endorsement

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

SERFF Tracking Number: CMPX-125843690 State: Arkansas
 Filing Company: Companion Property & Casualty Insurance State Tracking Number: EFT \$50
 Company
 Company Tracking Number: P#08197
 TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
 Only
 Product Name: General Liability
 Project Name/Number: MU GL Pest Control Forms for CPP/P#08197

GL 90 27 - Treatments for Wood Destroying Insects Coverage

GL 90 29 - Limited Fungi or Bacteria Coverage - Pest Control Operations

GL 90 31 - Modified Care, Custody and Control - Pest Control Operations

GL 90 32 - Acts, Errors and Omissions Coverage - Pest Control Operations

GL 90 33 - Wood Destroying Insect Inspection Coverage

A copy of each form is attached for your review. Please do not hesitate to contact me if I may be of further assistance.

Company and Contact

Filing Contact Information

Susan Caton, Product Development Analyst

P.O. Box 100165 (803) 264-4483 [Phone]

Columbia, SC 29202 (803) 865-3155[FAX]

Filing Company Information

Companion Property & Casualty Insurance CoCode: 12157 State of Domicile: South Carolina
 Company

P.O. Box 100165 Group Code: 661 Company Type:

Columbia, SC 29202 Group Name: State ID Number:

(800) 845-2724 ext. [Phone] FEIN Number: 57-0768836

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

SERFF Tracking Number: CMPX-125843690 State: Arkansas
Filing Company: Companion Property & Casualty Insurance State Tracking Number: EFT \$50
Company
Company Tracking Number: P#08197
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
Only
Product Name: General Liability
Project Name/Number: MU GL Pest Control Forms for CPP/P#08197
Fee Explanation:
Per Company: No

SERFF Tracking Number: CMPX-125843690 State: Arkansas
Filing Company: Companion Property & Casualty Insurance State Tracking Number: EFT \$50
Company
Company Tracking Number: P#08197
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
Only
Product Name: General Liability
Project Name/Number: MU GL Pest Control Forms for CPP/P#08197

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Companion Property & Casualty Insurance Company	\$50.00	10/03/2008	22903034

SERFF Tracking Number: CMPX-125843690 State: Arkansas
Filing Company: Companion Property & Casualty Insurance State Tracking Number: EFT \$50
Company
Company Tracking Number: P#08197
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
Only
Product Name: General Liability
Project Name/Number: MU GL Pest Control Forms for CPP/P#08197

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	10/03/2008	10/03/2008

SERFF Tracking Number: CMPX-125843690 State: Arkansas
Filing Company: Companion Property & Casualty Insurance State Tracking Number: EFT \$50
Company
Company Tracking Number: P#08197
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
Only
Product Name: General Liability
Project Name/Number: MU GL Pest Control Forms for CPP/P#08197

Disposition

Disposition Date: 10/03/2008
Effective Date (New): 12/01/2008
Effective Date (Renewal): 12/01/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CMPX-125843690 State: Arkansas
 Filing Company: Companion Property & Casualty Insurance State Tracking Number: EFT \$50
 Company
 Company Tracking Number: P#08197
 TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
 Only
 Product Name: General Liability
 Project Name/Number: MU GL Pest Control Forms for CPP/P#08197

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Pest Control Operations General Liability Limitation Endorsement	Approved	Yes
Form	Treatments for Wood Destroying Insects Coverage	Approved	Yes
Form	Limited Fungi or Bacteria Coverage - Pest Control Operations	Approved	Yes
Form	Modified Care, Custody and Control - Pest Control Operations	Approved	Yes
Form	Acts, Errors and Omissions Coverage - Pest Control Operations	Approved	Yes
Form	Wood Destroying Insect Inspection Coverage	Approved	Yes

SERFF Tracking Number: CMPX-125843690 State: Arkansas
 Filing Company: Companion Property & Casualty Insurance State Tracking Number: EFT \$50
 Company
 Company Tracking Number: P#08197
 TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
 Only
 Product Name: General Liability
 Project Name/Number: MU GL Pest Control Forms for CPP/P#08197

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Pest Control Operations General Liability Limitation Endorsement	GL 90 25	08 08	Endorsement/Amendment/Conditions	New	0.00	GL 90 25.PDF
Approved	Treatments for Wood Destroying Insects Coverage	GL 90 27	08 08	Endorsement/Amendment/Conditions	New	0.00	GL 90 27.PDF
Approved	Limited Fungi or Bacteria Coverage - Pest Control Operations	GL 90 29	08 08	Endorsement/Amendment/Conditions	New	0.00	GL 90 29.PDF
Approved	Modified Care, Custody and Control - Pest Control Operations	GL 90 31	08 08	Endorsement/Amendment/Conditions	New	0.00	GL 90 31.PDF
Approved	Acts, Errors and Omissions Coverage - Pest Control Operations	GL 90 32	08 08	Endorsement/Amendment/Conditions	New	0.00	GL 90 32.PDF
Approved	Wood Destroying Insect Inspection Coverage	GL 90 33	08 08	Endorsement/Amendment/Conditions	New	0.00	GL 90 33.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PEST CONTROL OPERATIONS GENERAL LIABILITY LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions

The following is added:

This insurance does not apply to:

q. Ordinance Violation and Chemicals

- (1) "Bodily injury" or "property damage" arising out of the use of any chemicals that are prohibited by the Environmental Protection Agency, Federal Food and Drug Administration, Department of Environmental Conservation or any other federal, state or local agency. However, this exclusion does not apply to any "occurrence" prior to the prohibition date established for the chemical by the applicable federal, state or local agency.
- (2) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" as a result of the mixing of two or more chemicals, except when the mixing of chemicals is allowed by the manufacturer and/or distributor and complies with all label specifications, instructions and restrictions on each of the active ingredients labels.
- (3) Any loss, cost or expense incurred by you or others arising out of the following activities:
 - (a) Crop spraying,
 - (b) Aerial spraying,
 - (c) Treatment of pets, farm animals or zoo animals,
 - (d) Use of Thermal Foggers,
 - (e) Fumigation,
 - (f) Any activity involving removal of snow or ice,
 - (g) Any use of firearms, or
 - (h) Heat treatment of any kind.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TREATMENTS FOR WOOD DESTROYING INSECTS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

	Schedule
Limits of Insurance:	
Each Occurrence Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Deductible:	\$ 2,500 Each Occurrence

The above limits will deplete the Policy Limits.

SECTION I - COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
1. Insuring Agreement is amended to add the following:

f. Property Damage Caused by Wood Destroying Insects

We will pay for "property damage" resulting from "wood destroying insects" arising after a "treatment", subject to the Limits Of Insurance and Deductible shown in the Schedule. This coverage applies only during the period of time guaranteed by you, provided such period of time does not exceed five years and actual follow-up on site "inspections" for "wood destroying insects" are performed and documented by you at least once every eighteen months.

SECTION I - COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
2. Exclusions is amended to add the following:

This insurance does not apply to:

q. Wood Destroying Organisms

"Property damage" caused by any other wood destroying organism, other than "wood destroying insects".

r. Fungi or Bacteria

- (1) "Property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

s. Inspection Coverage

"Property damage" as respects to Wood Destroying Insect Inspection Coverage.

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

8. The Limits of Insurance shown in the Schedule of this endorsement are part of and not in addition to the corresponding Limit of Insurance shown in the Declarations.
9. Our obligation under Property Damage Liability Coverage to pay damages on your behalf because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence", applies only to the amount of damages in excess of any deductible amount shown in the Schedule above as applicable to such coverage.
 - a. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - (2) Your duties in the event of an "occurrence", claim, or "suit"apply irrespective of the application of the deductible amount.
 - b. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add the following:

10. Contracts

Contracts entered into by the insured for the "treatment", prevention, or elimination of "wood destroying insects", must specify that the insured is not responsible for:

- a. Pre-existing "property damage" from "wood destroying insects",
- b. "Property damage" in areas not accessible, and
- c. "Property damage" caused by conditions conducive to an infestation of "wood destroying insects", including but not limited to:
 - (1) Moisture;
 - (2) Wood rot; and/or
 - (3) Grade levels above the foundation.

SECTION V – DEFINITIONS is amended to add the following:

- 23. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- 24. "Inspection(s)" means visual examination by a licensed or certified or state approved pest control technician for which there is a charge and certificate authenticating the examination of the property.
- 25. "Treatment(s)" means an application of termiticide or other products, including the use of baiting systems during the policy period for the purpose of prevention or elimination of "wood destroying insects."
- 26. "Wood destroying insect(s)" means termites, powder post beetles, carpenter ants, house borers and carpenter bees.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI OR BACTERIA COVERAGE – PEST CONTROL OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01

SCHEDULE

Fungi or Bacteria Liability Each Occurrence Limit	\$ 125,000
Fungi or Bacteria Liability Aggregate Limit	\$ 250,000

Coverage provided by this insurance for “bodily injury” or “property damage”, arising out of a “fungi or bacteria incident”, is subject to the Fungi or Bacteria Liability Each Occurrence Limit and Fungi or Bacteria Aggregate Limit as described in paragraph 8. of Section III – Limits of Insurance below. This provision does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

1. The insurance provided by this provision does not apply to any insured or any other person or entity who has a:
 - a. Business or “advertisement” as a “fungi” or bacteria inspection service or “fungi” or bacteria remediation service; or
 - b. Contract or agreement that fails to inform any person or organization that you do not have expertise with respect to abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria.
2. This insurance provided by this provision does not apply to “property damage” as respects to:
 - a. TREATMENTS FOR WOOD DESTROYING INSECTS COVERAGE; or
 - b. WOOD DESTROYING INSECT INSPECTION COVERAGE.

SECTION I - COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2.

Exclusions is amended to add the following:

This insurance does not apply to:

p. Fungi or Bacteria

- (1) “Personal and advertising injury” arising out of a “fungi or bacteria incident”.
- (2) Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria, by any insured or by any other person or entity.

SECTION III – LIMITS OF INSURANCE is amended to add the following:

8. Subject to paragraphs 2. and 3., as applicable, the Fungi or Bacteria Aggregate Limit shown in the Schedule above is the most we will pay under Coverage A for “bodily injury” or “property damage” and Coverage C for Medical Payments arising out of one or more “fungi or bacteria incidents”.
9. Subject to paragraph 8. above and paragraphs 5., 6. and 7., as applicable, the Fungi or Bacteria Liability Each Occurrence Limit show in the Schedule above is the most we will pay under Coverage A for all “bodily injury” or “property damage” and Coverage C for medical Payments arising out of one “fungi or bacteria incident”.

Provisions 8. and 9. above do not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

SECTION V – DEFINITIONS is amended to add the following:

23. “Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
24. “Fungi or bacteria incident” means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MODIFIED CARE, CUSTODY AND CONTROL COVERAGE – PEST CONTROL
OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01

With respect to the use or application of pesticides or herbicides, paragraphs **(4)** and **(5)** of **Exclusion j.** of **Section I – Coverages – Coverage A Bodily Injury and Property Damage Liability** do not apply to “property damage” occurring as a result of such operations.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTS, ERRORS AND OMISSIONS COVERAGE - PEST CONTROL OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

	Schedule
Limits of Insurance:	
Each Occurrence Limit	\$ 125,000
General Aggregate Limit	\$ 250,000
Deductible:	\$ 5,000 Each Occurrence

SECTION I – COVERAGES is amended to add the following:

COVERAGE – PEST CONTROL OPERATIONS ACTS, ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission arising out of pest control operations, of the insured, or of any other person for whose acts the insured is legally liable, 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 to which this insurance does not apply. We may, at our discretion, investigate any occurrence of an act, error or omission 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** of this endorsement, 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.

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

- b. This insurance applies to damages only if:
 - (1) The act, error or omission is negligently committed in your business of pest control operations; and
 - (2) The act, error or omission is committed in the “coverage territory” during the policy period.
- c. Subject to paragraphs a. and b. above, all damages arising out of any act, error or omission, or a series of related acts, errors or omissions, will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section II – Who Is An Insured** or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:
 - (1) Reports all, or any part, of the damage to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages; or
 - (3) Becomes aware by any other means that damage has occurred or has begun to occur.

2. Exclusions

In addition to the exclusions described in **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROEPRTY DAMAGE LIABILITY, 2. Exclusions**, the following exclusions apply to this insurance:

This insurance does not apply to:

- a. Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission committed by any insured, including the willful or reckless violation of any statute.
- b. “Bodily Injury”, “property damage” or “personal and advertising injury”.
- c. Any claim or “suit” arising out of your failure to comply with the mandatory provisions of any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.
- d. Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.
- e. Damages arising out of the actual or alleged infringement of copyright, title, slogan, patent, trademark, trade dress, trade name, service mark or service name.
- f. Damages arising out of the violation of any anti-trust laws, federal or state, or any regulations and rules thereunder.
- g. Any liability imposed solely by any government statute or regulation which does not otherwise arise directly out of your negligence in the conduct of your business of pest control operations.
- h. The conduct of any business enterprise not shown in the Declarations.
- i. Rendering or failing to render or obtaining or failure to obtain any medical or health care service.

- j. Harassment, misconduct or acts of discrimination because of race, creed, color, national origin, religion, age, marital status, gender, sexual orientation or preference or physical or mental condition including but not limited to, violation of any statute, law ordinance, or regulation prohibiting such acts.
- k. A breach of any warranty or guarantee, whether written or implied.
- l. Demands for injunctive relief.
- m. Damages for which an insured is liable because of liability imposed on a fiduciary by the Employee Retirement Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.
- n. Damages arising out of wrongful termination of employment, discrimination or other employment-related practices.

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

- 8. The Limits of Insurance shown in the Schedule of this endorsement are part of and not in addition to the corresponding Limit of Insurance shown in the Declarations.
- 9. Our obligation to pay damages on your behalf because of any act, error or omission, or a series of related acts, errors or omissions, regardless of the number of persons or organizations who sustain damages because of that act, error or omission, applies only to the amount of damages in excess of any deductible amount shown in the Schedule above as applicable to such coverage.
 - a. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - (2) Your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.
 - b. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Office, Claim Or Suit is amended to add the following:

- e. For the purposes of this endorsement, the term "offense" is changed to mean an act, error or omission.

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WOOD DESTROYING INSECT INSPECTION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01

Unless specifically state in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

	Schedule
Limits of Insurance:	
Each Occurrence Limit	\$ 250,000
General Aggregate Limit	\$ 500,000
Deductible:	\$ 5,000 Each Occurrence

The above limits will deplete the Policy Limits.

SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
1. Insuring Agreement is amended to add the following:

f. Wood Destroying Insect Inspection

We will pay for “property damage” resulting from “wood destroying insects”, subject to the Limits of Insurance and Deductible shown in the Schedule. This coverage applies only if the “property damage” occurs and is reported to you during the 24 month term following the issuance of a “wood destroying insect inspection coverage certificate”.

SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
2. Exclusions is amended to add the following:

This insurance does not apply to:

q. Existing Property Damage

“Property damage” that exists at the time of “inspection” described in the “wood destroying insect inspection coverage certificate”.

r. New Property Damage

New "property damage":

- (1) arising, in whole or in part, out of infestation of "wood destroying insects",
- (2) areas in the property that were not available to your visual "inspection, or
- (3) if arising out of conditions conducive to infestation of "wood destroying insects", including but not limited to:
 - (a) moisture;
 - (b) wood rot; and/or
 - (c) grade levels above the foundation

occurring after issuance of the "wood destroying insect inspection coverage certificate".

s. Fungi or Bacteria

- (1) "Property Damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- (2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

t. Treatments for Wood Destroying Insects Coverage

"Property damage" as respects to TREATMENTS FOR WOOD DESTROYING INSECTS COVERAGE.

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

8. The Limits of Insurance shown in the Schedule of this endorsement are part of and not in addition to the corresponding Limit of Insurance shown in the Declarations.
9. Our obligation under Property Damage Liability Coverage to pay damages on your behalf because of "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence", applies only to the amount of damages in excess of any deductible amount shown in the Schedule above as applicable to such coverage.

- a. The terms of this insurance, including those with respect to:
- (1) Our right and duty to defend the insured against any "suits" seeking those damages; and
 - (2) Your duties in the event of an "occurrence", claim, or "suit"
- apply irrespective of the application of the deductible amount.
- b. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V – DEFINITIONS is amended to add the following:

- 23. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- 24. "Inspection(s)" means visual examination by a licensed or certified or state approved pest control technician for which there is a charge and certificate authenticating the examination of the property.
- 25. "Wood destroying insect(s)" means termites, powder post beetles, carpenter ants, house borers and carpenter bees.
- 26. "Wood destroying insect inspection coverage certificate" refers to documents issued by you, a pest control contractor, to a client, which profiles the client's property as to the presence or absence of "wood destroying insects" and/or the presence or absence of "property damage" arising from "wood destroying insects".

SERFF Tracking Number: CMPX-125843690 State: Arkansas
Filing Company: Companion Property & Casualty Insurance State Tracking Number: EFT \$50
Company
Company Tracking Number: P#08197
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
Only
Product Name: General Liability
Project Name/Number: MU GL Pest Control Forms for CPP/P#08197

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CMPX-125843690 State: Arkansas
Filing Company: Companion Property & Casualty Insurance State Tracking Number: EFT \$50
Company
Company Tracking Number: P#08197
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
Only
Product Name: General Liability
Project Name/Number: MU GL Pest Control Forms for CPP/P#08197

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 10/03/2008

Comments:

Attachments:

Cover Letter.PDF
AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF
AR - FORM FILING ABSTRACT F-1.PDF
AR - CERTIFICATE OF COMPLIANCE - (AID PC SelfCert (4_30_03)).PDF
AR - NAIC FORM FILING SCHEDULE.PDF



Companion P&C

Real Solutions. Real People. Real Smart.™

P.O. Box 100165 | Columbia, South Carolina 29202-3165
(803) 735-0672 | (800) 845-2724
www.CompanionGroup.com

October 1, 2008

Commissioner Julie Benafield Bowman
Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

Attn: Property & Casualty Division

RE: Companion Property & Casualty Insurance Company NAIC#: 661-12157 FEIN#: 57-0768836
General Liability - Form Filing - MU GL Pest Control Forms for CPP
Company Filing#: P#08197
Proposed Effective Dates: New Business and Renewals Effective on and after December 01, 2008

Dear Commissioner Benafield Bowman:

Companion Property and Casualty Insurance Company wishes to file the following independent forms for use with our General Liability policies.

GL 90 25 - Pest Control Operations General Liability Limitation Endorsement

GL 90 27 - Treatments for Wood Destroying Insects Coverage

GL 90 29 - Limited Fungi or Bacteria Coverage - Pest Control Operations

GL 90 31 - Modified Care, Custody and Control - Pest Control Operations

GL 90 32 - Acts, Errors and Omissions Coverage - Pest Control Operations

GL 90 33 - Wood Destroying Insect Inspection Coverage

A copy of each form is attached for your review. Please do not hesitate to contact me if I may be of further assistance.

Sincerely,

Susan R. Caton

Susan R. Caton, CISR, AIS
Product Development Analyst
Phone: 803-920-8576
Fax: 803-870-8986
Email : susan.caton@companiongroup.com

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
	661

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Companion Property & Casualty Insurance Company	SC	12157	57-0768836	

5. Company Tracking Number	P#08197
-----------------------------------	---------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Susan Caton P.O. Box 100165 Columbia SC 29202	Product Development Analyst	800-845-2724	803 865-3155	

7.	Signature of authorized filer	<i>Susan R. Caton</i>
8.	Please print name of authorized filer	Susan Caton

Filing Information (see General Instructions for descriptions of these fields)

9.	Type of Insurance (TOI)	05.2 Commercial Multi-Peril - Liability Portion Only
10.	Sub-Type of Insurance (Sub-TOI)	05.2003 Commercial Package
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	CPP
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 12/01/2008 Renewal: 12/01/2008
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	10/01/2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

ARKANSAS INSURANCE DEPARTMENT

FORM FILING ABSTRACT

ALL QUESTIONS MUST BE ANSWERED

Page 1 of 2

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed 10/01/2008
2. Company Name(s) Companion Property & Casualty Insurance Company
Group Name _____ NAIC No. 12157 Group No. 661
3. (a) Annual Statement Line of Business Number (Page 14) 5.2
(b) Class of Business Commercial Multiple Peril (Liability Portion)
© Coverages Affected General Liability
4. (a) Name of Advisory Organization, if any _____
(b) Affiliations with Advisory Organization: Member () Subscriber ()
5. Is this a reference filing? Yes () No () If yes, please provide the following:
(a) Name of Advisory Organization (or Affiliated Company) _____
(b) Date of Filing _____
© Filing Designation Number or Description _____

PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM

7. Has the form(s) been approved for use in your domiciliary state and/or other states?
Still pending.
8. Is the form filed in response to or due to legislation? If so, specify legislation.
No.
9. Is the form in response to or due to recent court decisions? If so, give citation.
No.

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Susan R. Caton

Signature

Susan Caton

Title

803-264-4483

Telephone Number

Page 2 of 2

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
	12/01/2008	GL 90 25 08 08	Pest Control Operations General Liability Limitation Endorsement
	12/01/2008	GL 90 27 08 08	Treatments for Wood Destroying Insects Coverage
	12/01/2008	GL 90 29 08 08	Limited Fungi or Bacteria Coverage - Pest Control Operations
	12/01/2008	GL 90 31 08 08	Modified Care, Custody and Control - Pest Control Operations
	12/01/2008	GL 90 32 08 08	Acts, Errors and Omissions Coverage - Pest Control Operations
	12/01/2008	GL 90 33 08 08	Wood Destroying Insect Inspection Coverage

ARKANSAS CERTIFICATE OF COMPLIANCE

(You may print or type the information required by this form)



I, Susan Caton, Product Development Analyst of
 (Name) (Title of Authorized Officer)

Companion Property & Casualty Insurance Company
 (Name of Insurer)

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:

- a. Arkansas Code Annotated;
- b. Arkansas Rules and Regulations;
- c. Arkansas Insurance Bulletins, Directives and Orders;
- d. Applicable filing requirements including the applicable product standards set forth in the product checklists; and
- e. Rulings and decisions of any court of this state.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate corrective action shall be taken by the commissioner against the company.

3. Pursuant to Ark. Code Ann. § 23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

4. Pursuant to Ark. Code Ann. §23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

Does this Certification apply to all the companies in this filing? (Yes or No) •	Yes
--	-----

If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #

Company Tracking Number • P#08197	
Signature of Authorized Officer • <i>Susan R. Caton</i>	
Name of Authorized Officer • Susan R. Caton	
Title of Authorized Officer • Product Development Analyst	
Email address of Authorized Officer • susan.caton@companiongroup.com	
Telephone # of Authorized Officer • 803-920-8576	Date • 10/01/2008

This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3rd St., Little Rock, AR 72201, telephone: 501-371-2800, or email: information.pnc@state.ar.us

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.)

1.	This filing transmittal is part of Company Tracking #	P#08197
-----------	--	---------

2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A
-----------	---	-----

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Pest Control Operations General Liability Limitation Endorsement	GL 90 25 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Treatments for Wood Destroying Insects Coverage	GL 90 27 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Limited Fungi or Bacteria Coverage - Pest Control Operations	GL 90 29 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Modified Care, Custody and Control - Pest Control Operations	GL 90 31 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Acts, Errors and Omissions Coverage - Pest Control Operations	GL 90 32 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Wood Destroying Insect Inspection Coverage	GL 90 33 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		