

SERFF Tracking Number: TRVD-125808229 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2008-08-0030
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0020 Commercial Umbrella & Excess
 Product Name: Umbrella Excess Technology Program
 Project Name/Number: /2008-08-0030

Filing at a Glance

Companies: NIPPONKOA Insurance Company Ltd.,(U.S.Branch), The Travelers Indemnity Company, Travelers Property Casualty Company of America

Product Name: Umbrella Excess Technology Program SERFF Tr Num: TRVD-125808229 State: Arkansas

TOI: 17.0 Other Liability-Occ/Claims Made
 Sub-TOI: 17.0020 Commercial Umbrella & Excess

SERFF Status: Closed
 Co Tr Num: 2008-08-0030

State Tr Num: EFT \$50
 State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Authors: Carol Letendre, Carrie Acuna, Nancy Sigstad

Disposition Date: 02/10/2009

Date Submitted: 10/03/2008

Disposition Status: Approved

Effective Date Requested (New): 08/01/2009

Effective Date (New):

Effective Date Requested (Renewal): 08/01/2009

Effective Date (Renewal):

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number: 2008-08-0030

Domicile Status Comments: Authorized in CT; pending in NY

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 02/10/2009

State Status Changed: 10/17/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

See cover letter

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Company and Contact

Filing Contact Information

Carol Letendre, Regulatory Manager CLETENDR@travelers.com
 385 Washington Street (651) 310-7110 [Phone]
 St. Paul, MN 55102 (651) 310-4361[FAX]

Filing Company Information

NIPPONKOA Insurance Company CoCode: 27073 State of Domicile: New York
 Ltd.,(U.S.Branch)
 One Tower Square Group Code: 2558 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 98-0032627

The Travelers Indemnity Company CoCode: 25658 State of Domicile: Connecticut
 One Tower Square Group Code: 3548 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 06-0566050

Travelers Property Casualty Company of America CoCode: 25674 State of Domicile: Connecticut
 One Tower Square Group Code: 3548 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 36-2719165

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	02/10/2009	02/10/2009
Approved	Edith Roberts	10/17/2008	10/17/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Prior Personal Injury and Advertising Injury Liability Coverage - Technology	Form	Carrie Acuna	01/20/2009	01/20/2009

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Re-opening this filing.	Note To Reviewer	Carrie Acuna	01/02/2009	01/02/2009

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Disposition

Disposition Date: 02/10/2009

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: This will acknowledge the replacement of Form UM 04 94 07 08. Your prior approval date of Oct 17, 2008, is still effective for this filing.

Thanks,
Edith Roberts

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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 Project Name/Number: /2008-08-0030

Item Type	Item Name	Item Status	Public Access
Supporting Document	2008-08-0030 NAIC Transmittal Forms	Approved	Yes
Supporting Document	2008-08-0030 Forms Transmittal Supplement	Approved	Yes
Supporting Document	2008-08-0030 Cover Letter & Exhibit	Approved	Yes
Supporting Document	2008-08-0030 Filing Memo	Approved	Yes
Form	Amendment of Coverage B - Personal Injury and Advertising Injury Liability - Technology	Approved	Yes
Form	Amendment of Coverage B - Limited Personal Injury And Advertising Injury Liability - Technology	Approved	Yes
Form	Amendment of Coverage B - Personal Injury and Advertising Injury Liability - Technology - With Exclusion For Insureds in Media and Internet Type Businesses	Approved	Yes
Form	Amendment of Defense of Claims or Suits-Reasonable Expenses Incurred By The Insured At Our Request	Approved	Yes
Form	Amendment of Who is an Insured- Insureds Added When Qualifying Under Scheduled Underlying Insurance Without Written Contract And Limitations Added For Limited Liability Companies And For Your Employees	Approved	Yes
Form	Amendment of Duties in the Event of Occurrence or Offense, Claim or Suit And Representation Conditions	Approved	Yes
Form	Amendment of Property Damage Definition	Approved	Yes
Form	Amendment-Other Insurance Condition and Meaning of Other Insurance and Other Insurer	Approved	Yes
Form	Amendment of Defense of Claims or Suits - Taxed Costs	Approved	Yes
Form	Amendment - Meaning of You and Your	Approved	Yes

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 Project Name/Number: /2008-08-0030

and Meaning of Employee

Form	Amendment of Contractual Liability Exclusion	Approved	Yes
Form	Amendment of Pollution Exclusion - Pollution Not Related to Autos - Limited Following Form	Approved	Yes
Form	Amendment of Watercraft or Aircraft Exclusion	Approved	Yes
Form	Amendment of Damage to Property Exclusion	Approved	Yes
Form	Amendment of Damage to Your Work Exclusion	Approved	Yes
Form	Amendment of Maintenance of Underlying Insurance Condition	Approved	Yes
Form	Waiver of Our Right to Recover From Others	Approved	Yes
Form	Amendment of Pollution Exclusion - Pollution Not Related To Autos	Approved	Yes
Form	Auto Liability Exclusion - Limited Following Form	Approved	Yes
Form	Auto Liability Exclusion	Approved	Yes
Form	Pollution Exclusion - Pollution Related to Autos	Approved	Yes
Form	Pollution Exclusion - Pollution Related to Autos - Limited Following Form	Approved	Yes
Form (revised)	Prior Personal Injury and Advertising Injury Liability Coverage - Technology	Approved	Yes
Form	Prior Personal Injury and Advertising Injury Liability Coverage - Technology	Approved	Yes
Form	Foreign Liability Exclusion - Limited Following Form	Approved	Yes
Form	Exclusion - Products-Completed Operations Hazard - Medical and Biotechnology	Approved	Yes
Form	Amendment of Coverage - Products-Completed Operations Hazard - Medical	Approved	Yes

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Project Name/Number: /2008-08-0030

Disposition

Disposition Date: 10/17/2008

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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Supporting Document	2008-08-0030 Forms Transmittal Supplement	Approved	Yes
Supporting Document	2008-08-0030 Cover Letter & Exhibit	Approved	Yes
Supporting Document	2008-08-0030 Filing Memo	Approved	Yes
Form	Amendment of Coverage B - Personal Injury and Advertising Injury Liability - Technology	Approved	Yes
Form	Amendment of Coverage B - Limited Personal Injury And Advertising Injury Liability - Technology	Approved	Yes
Form	Amendment of Coverage B - Personal Injury and Advertising Injury Liability - Technology - With Exclusion For Insureds in Media and Internet Type Businesses	Approved	Yes
Form	Amendment of Defense of Claims or Suits-Reasonable Expenses Incurred By The Insured At Our Request	Approved	Yes
Form	Amendment of Who is an Insured- Insureds Added When Qualifying Under Scheduled Underlying Insurance Without Written Contract And Limitations Added For Limited Liability Companies And For Your Employees	Approved	Yes
Form	Amendment of Duties in the Event of Occurrence or Offense, Claim or Suit And Representation Conditions	Approved	Yes
Form	Amendment of Property Damage Definition	Approved	Yes
Form	Amendment-Other Insurance Condition and Meaning of Other Insurance and Other Insurer	Approved	Yes
Form	Amendment of Defense of Claims or Suits - Taxed Costs	Approved	Yes
Form	Amendment - Meaning of You and Your	Approved	Yes

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Form	Amendment of Pollution Exclusion - Pollution Not Related to Autos - Limited Following Form	Approved	Yes
Form	Amendment of Watercraft or Aircraft Exclusion	Approved	Yes
Form	Amendment of Damage to Property Exclusion	Approved	Yes
Form	Amendment of Damage to Your Work Exclusion	Approved	Yes
Form	Amendment of Maintenance of Underlying Insurance Condition	Approved	Yes
Form	Waiver of Our Right to Recover From Others	Approved	Yes
Form	Amendment of Pollution Exclusion - Pollution Not Related To Autos	Approved	Yes
Form	Auto Liability Exclusion - Limited Following Form	Approved	Yes
Form	Auto Liability Exclusion	Approved	Yes
Form	Pollution Exclusion - Pollution Related to Autos	Approved	Yes
Form	Pollution Exclusion - Pollution Related to Autos - Limited Following Form	Approved	Yes
Form (revised)	Prior Personal Injury and Advertising Injury Liability Coverage - Technology	Approved	Yes
Form	Prior Personal Injury and Advertising Injury Liability Coverage - Technology	Approved	Yes
Form	Foreign Liability Exclusion - Limited Following Form	Approved	Yes
Form	Exclusion - Products-Completed Operations Hazard - Medical and Biotechnology	Approved	Yes
Form	Amendment of Coverage - Products-Completed Operations Hazard - Medical	Approved	Yes

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Amendment Letter

Amendment Date:
 Submitted Date: 01/20/2009

Comments:

It has come to our attention, form UM 04 94 07 08 has a typographical error. We wish to replace this form with the attached 12 08 edition. Under Item 2 (2), "coverage territory" was replaced with "anywhere in the world". Please see the revised form attached.

I apologize for any inconvenience this may have created. Please feel free to contact me with any questions.

Thank you,

Carol Letendre

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Prior Personal Injury and Advertising Injury Liability Coverage - Technology	UM 04 94 12 12 08 08	12 12 08	Endorsement/Amendment/Conditions	New			0	UM04941208-Prior PI-AI[Nose]-Tech [PPC].pdf

SERFF Tracking Number: TRVD-125808229 State: Arkansas
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 Product Name: Umbrella Excess Technology Program
 Project Name/Number: /2008-08-0030

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amendment of Coverage B - Personal Injury and Advertising Injury Liability - Technology	UM 04 71 07 08	07 08	Endorsement/Amendment/Conditions	New	0.00	UM04710708-Cov B-PI&AI-Tech [PPC].pdf
Approved	Amendment of Coverage B - Limited Personal Injury And Advertising Injury Liability - Technology	UM 04 72 07 08	07 08	Endorsement/Amendment/Conditions	New	0.00	UM04720708-Limited Cov B-PI&AI-Tech [PPC].pdf
Approved	Amendment of Coverage B - Personal Injury and Advertising Injury Liability - Technology - With Exclusion For Insureds in Media and Internet Type Businesses	UM 04 74 07 08	07 08	Endorsement/Amendment/Conditions	New	0.00	UM04740708-Cov B-PI&AI-Tech-Excl-Media&Internet [PPC].pdf
Approved	Amendment of Defense of Claims or Suits-Reasonable Expenses Incurred By The Insured At Our Request	UM 04 75 07 08	07 08	Endorsement/Amendment/Conditions	New	0.00	UM04750708-LossOfEarnings-\$500 [PPC].pdf

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Approved	Amendment of Who is an Insured-Insureds Added When Qualifying Under Scheduled Underlying Insurance Without Written Contract And Limitations Added For Limited Liability Companies And For Your Employees	UM 04 76 07 08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	UM0476070 8- InsuredsSch edule U-I & LLC's [PPC].pdf
Approved	Amendment of Duties in the Event of Occurrence or Offense, Claim or Suit And Representation Conditions	UM 04 77 07 08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	UM0477070 8- DutiesInEve ntOcc orOffense [PPC].pdf
Approved	Amendment of Property Damage Definition	UM 04 78 07 08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	UM0478070 8-Amend PD Definition [PPC].pdf
Approved	Amendment- Other Insurance Condition and Meaning of Other Insurance and Other Insurer	UM 04 79 07 08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	UM0479070 8-Other Insurance & Other Insurer [PPC].pdf
Approved	Amendment of Defense of Claims or Suits -	UM 04 80 07 08 07 08	Endorseme New nt/Amendm ent/Condi	0.00	UM0480070 8-Amend Defense-

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	Taxed Costs		ons		Taxed Costs
					[PPC].pdf
Approved	Amendment - Meaning of You and Your and Meaning of Employee	UM 04 81 07 08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	UM0481070 8-Meaning of You-Your- Employee [PPC].pdf
Approved	Amendment of Contractual Liability Exclusion	UM 04 82 07 08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	UM0482070 8-Amend- Contractual LiabExcl [PPC].pdf
Approved	Amendment of Pollution Exclusion - Pollution Not Related to Autos - Limited Following Form	UM 04 83 07 08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	UM0483070 8- AmendPollE xcl- NotRelatedA utos- LimitFollFor m [PPC].pdf
Approved	Amendment of Watercraft or Aircraft Exclusion	UM 04 84 07 08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	UM0484070 8-Amend- WatercraftAir craft Excl [PPC].pdf
Approved	Amendment of Damage to Property Exclusion	UM 04 85 07 08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	UM0485070 8-Amend- DamageToP roperty Excl [PPC].pdf
Approved	Amendment of Damage to Your Work Exclusion	UM 04 86 07 08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	UM0486070 8-Amend- DamageToY ourWork Excl [PPC].pdf
Approved	Amendment of	UM 04 87 07 08	Endorseme New	0.00	UM0487070

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<i>Product Name:</i>	Umbrella Excess Technology Program			
<i>Project Name/Number:</i>	/2008-08-0030			
	Maintenance of 07 08	nt/Amendm	8-Amend-	
	Underlying	ent/Condi	Maintenance	
	Insurance	ons	Und Ins	
	Condition		[PPC].pdf	
Approved	Waiver of Our UM 04 88 07 08	Endorseme New	0.00	UM0488070
	Right to Recover 07 08	nt/Amendm		8-Waiver of
	From Others	ent/Condi		Subrogation
		ons		[PPC].pdf
Approved	Amendment of UM 04 89 07 08	Endorseme New	0.00	UM0489070
	Pollution 07 08	nt/Amendm		8-PollExcl-
	Exclusion -	ent/Condi		Not Related
	Pollution Not	ons		to Autos
	Related To Autos			[PPC].pdf
Approved	Auto Liability UM 04 90 07 08	Endorseme New	0.00	UM0490070
	Exclusion - 07 08	nt/Amendm		8-
	Limited Following	ent/Condi		AutoLiabExcl
	Form	ons		-
				LimitedFollo
				wForm
				[PPC].pdf
Approved	Auto Liability UM 04 91 07 08	Endorseme New	0.00	UM0491070
	Exclusion 07 08	nt/Amendm		8-
		ent/Condi		AutoLiabExcl
		ons		[PPC].pdf
Approved	Pollution UM 04 92 07 08	Endorseme New	0.00	UM0492070
	Exclusion - 07 08	nt/Amendm		8-PollExcl-
	Pollution Related	ent/Condi		Related to
	to Autos	ons		Autos
				[PPC].pdf
Approved	Pollution UM 04 93 07 08	Endorseme New	0.00	UM0493070
	Exclusion - 07 08	nt/Amendm		8-PollExcl-
	Pollution Related	ent/Condi		RelatedToAu
	to Autos - Limited	ons		tos-
	Following Form			LimitedFolIF
				orm
				[PPC].pdf
Approved	Prior Personal UM 04 94 12 08	Endorseme New	0.00	UM0494120

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	Injury and Advertising Injury Liability Coverage - Technology	12 08	nt/Amendment/Conditions		8-Prior PI-AI[Nose]-Tech [PPC].pdf
Approved	Foreign Liability Exclusion - Limited Following Form	UM 04 95 07 08	Endorsement/Amendment/Conditions	0.00	UM0495070 8-ForeignLiab Excl-LimitedFollw Form [PPC].pdf
Approved	Exclusion - Products- Completed Operations Hazard - Medical and Biotechnology	UM 04 96 07 08	Endorsement/Amendment/Conditions	0.00	UM0496070 8-Excl-ProdCompOps-Med&Biotech [PPC].pdf
Approved	Amendment of Coverage - Products- Completed Operations Hazard - Medical and Biotechnology	UM 04 97 07 08	Endorsement/Amendment/Conditions	0.00	UM0497070 8-AmendCov-ProdCompOps-Med&Biotech [PPC].pdf
Approved	Exclusion - Medical or Biotechnology Products Being Tested in a Human Clinical Trial	UM 04 98 07 08	Endorsement/Amendment/Conditions	0.00	UM0498070 8-Excl-MedBiotech Prod-HumanClinicalTrial [PPC].pdf
Approved	Exclusion - Unapproved Medical or Biotechnology	UM 04 99 07 08	Endorsement/Amendment/Conditions	0.00	UM0499070 8-Excl-Unapproved MedBiotech

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Products				Prod
Approved	Excess Cyberfirst UM 05 00 07 08 Liability Coverage07 08 - Defense Expenses Are Within Limits of Liabilty	07 08	Endorseme New nt/Amendm ent/Condi ons	UM0500070 8- ExcessCybe rfirstLiab- DefenseInLi mits [PPC].pdf
Approved	Professional Health Care Services Exclusion - Limited Following Form	UM 05 01 07 08 07 08	Endorseme New nt/Amendm ent/Condi ons	UM0501070 8- ProfHealthC areSrvcsExcl - LimitedFollo wForm [PPC].pdf
Approved	Amendment of Maintenance of Underlying Insurance Condition - For Employers Liability Underlying Insurance With Non-Concurrent Policy Period	UM 05 02 07 08 07 08	Endorseme New nt/Amendm ent/Condi ons	UM0502070 8-Amend- Maintenance Und Ins-EL Und [PPC].pdf
Approved	Exclusion - Products- Completed Operations Hazard - Limited Following Form - Medical and Biotechnology	UM 05 03 07 08 07 08	Endorseme New nt/Amendm ent/Condi ons	UM0503070 8-Excl- ProdCompO ps- LimitFollowF orm- Med&BioTec h.pdf
Approved	Limitation When	UM 05 04 07 08	Endorseme New	UM0504070

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<i>Product Name:</i>	<i>Umbrella Excess Technology Program</i>		
<i>Project Name/Number:</i>	<i>/2008-08-0030</i>		
Two or More Policies Apply to the Same Claim or Suit	07 08	nt/Amendm ent/Condi tions	8- LimitTwoOr MorePolicies - SameSuitCla im.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF COVERAGE B –
PERSONAL INJURY AND ADVERTISING INJURY LIABILITY –
TECHNOLOGY**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following replaces Exclusion **b.(1), Breach Of Contract**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

(1) Breach Of Contract

"Advertising injury" arising out of a breach of contract.

2. The following replaces Exclusion **b.(2), Quality Or Performance of Goods – Failure To Conform To Statements**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

(2) Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

3. The following replaces Exclusion **b.(3), Wrong Description Of Prices**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

(3) Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

4. The following replaces Exclusion **h.(2), Material Published With Knowledge Of Falsity**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

(2) Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

5. The following replaces Exclusion **h.(3), Material Published Prior To Policy Period**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

(3) Material Published Or Used Prior To Policy Period

(a) "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(b) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

6. Exclusion **h.(6), Insureds In Media And Internet Type Businesses**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.** is deleted.

7. Exclusion **h.(7), Electronic Chatrooms Or Bulletin Boards**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.** is deleted.
8. The following is added to Paragraph h., **“Personal Injury” Or “Advertising Injury” “Offenses”**, in Paragraph 3., **EXCLUSIONS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

9. The following replaces the definition of "advertising injury" in **SECTION V – DEFINITIONS.:**

"Advertising injury":

- a. Means injury, other than "personal injury", caused by one or more of the following offenses:

- (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
- (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness;
 - (b) Unreasonably places a person in a false light; or
 - (c) Discloses information about a person's private life; or
- (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

10. The following replaces the definition of "personal injury" in **SECTION V – DEFINITIONS.:**

"Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses arising out of your business:
- (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;

- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness;
 - (b) Unreasonably places a person in a false light; or
 - (c) Discloses information about a person's private life.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

11. The following is added to SECTION V – DEFINITIONS.:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

"Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

"Title" means a name of a literary or artistic work.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF COVERAGE B –
LIMITED PERSONAL INJURY AND ADVERTISING INJURY LIABILITY –
TECHNOLOGY**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following replaces Exclusion **b.(1), Breach Of Contract**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

(1) Breach Of Contract

"Advertising injury" arising out of a breach of contract.

2. The following replaces Exclusion **b.(2), Quality Or Performance of Goods – Failure To Conform To Statements**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

(2) Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

3. The following replaces Exclusion **b.(3), Wrong Description Of Prices**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

(3) Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

4. The following replaces Exclusion **h.(3), Material Published Prior To Policy Period**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

(3) Material Used Prior To Policy Period

"Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

5. Exclusion **h.(6), Insureds In Media And Internet Type Businesses**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.** is deleted.

6. Exclusion **h.(7), Electronic Chatrooms Or Bulletin Boards**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.** is deleted.

7. The following is added to Paragraph **h., "Personal Injury" Or "Advertising Injury" "Offenses"**, in Paragraph 3., **EXCLUSIONS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

Intellectual Property

"Personal injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to "personal injury" alleged in any claim or "suit" that also alleges "advertising injury".

8. The following replaces the definition of "advertising injury" in SECTION V – DEFINITIONS.:

"Advertising injury":

- a. Means injury caused by the infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
- b. Includes "bodily injury" caused by the offense described in Paragraph a. above.

9. The following replaces the definition of "personal injury" in SECTION V – DEFINITIONS.:

"Personal injury":

- a. Means injury caused by one or more of the following offenses arising out of your business:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution; or
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises.
- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

10. The following is added to SECTION V – DEFINITIONS.:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

"Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

"Title" means a name of a literary or artistic work.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF COVERAGE B –
PERSONAL INJURY AND ADVERTISING INJURY LIABILITY –
TECHNOLOGY – WITH EXCLUSION FOR INSUREDS IN MEDIA AND
INTERNET TYPE BUSINESSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following replaces Exclusion **b.(1), Breach Of Contract**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**
 - (1) **Breach Of Contract**
"Advertising injury" arising out of a breach of contract.
2. The following replaces Exclusion **b.(2), Quality Or Performance of Goods – Failure To Conform To Statements**, in Paragraph 3. of **SECTION I – COVERAGES - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**
 - (2) **Quality Or Performance Of Goods – Failure To Conform To Statements**
"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
3. The following replaces Exclusion **b.(3), Wrong Description Of Prices**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**
 - (3) **Wrong Description Of Prices**
"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
4. The following replaces Exclusion **h.(2), Material Published With Knowledge Of Falsity**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**
 - (2) **Material Published With Knowledge Of Falsity**
"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.
5. The following replaces Exclusion **h.(3), Material Published Prior To Policy Period**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**
 - (3) **Material Published Or Used Prior To Policy Period**
 - (a) "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
 - (b) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.
6. The following replaces Exclusion **h.(6), Insureds In Media And Internet Type Businesses**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

(6) Insureds In Media And Internet Type Businesses

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- (a) Advertising, "broadcasting" or publishing;
- (b) Designing or determining content of web-sites for others; or
- (c) An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1), (2) and (3)** of the definition of "personal injury".

For the purposes of this exclusion:

- (a) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (b) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

7. Exclusion **h.(7), Electronic Chatrooms Or Bulletin Boards**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.** is deleted.

8. The following is added to Paragraph **h., "Personal Injury" Or "Advertising Injury" "Offenses"**, in Paragraph 3., **EXCLUSIONS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**:

Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

9. The following replaces the definition of "advertising injury" in **SECTION V – DEFINITIONS.**:

"Advertising injury":

- a. Means injury, other than "personal injury", caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

- (2) Oral or written publication, including publication by electronic means, of material in your “advertisement” that:
 - (a) Appropriates a person’s name, voice, photograph or likeness;
 - (b) Unreasonably places a person in a false light; or
 - (c) Discloses information about a person’s private life; or
 - (3) Infringement of copyright, “title” or “slogan” in your “advertisement”, provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, “title” or “slogan”.
- b. Includes “bodily injury” caused by one or more of the offenses described in Paragraph a. above.

10. The following replaces the definition of “personal injury” in SECTION V – DEFINITIONS.:

"Personal injury":

- a. Means injury, other than “advertising injury”, caused by one or more of the following offenses arising out of your business:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person’s name, voice, photograph or likeness;
 - (b) Unreasonably places a person in a false light; or
 - (c) Discloses information about a person’s private life.
- b. Includes “bodily injury” caused by one or more of the offenses described in Paragraph a. above.

11. The following is added to SECTION V – DEFINITIONS.:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

“Broadcasting” means transmitting any audio or visual material for any purpose:

- a. By radio or television; or
- b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.

“Slogan”:

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

"Title" means a name of a literary or artistic work.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF DEFENSE OF CLAIMS OR SUITS –
REASONABLE EXPENSES INCURRED BY THE INSURED AT OUR
REQUEST**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Paragraph e.(3) of Paragraph 2., **DEFENSE OF CLAIMS OR SUITS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**AMENDMENT OF WHO IS AN INSURED – INSUREDS ADDED WHEN QUALIFYING UNDER SCHEDULED UNDERLYING INSURANCE WITHOUT WRITTEN CONTRACT AND LIMITATIONS ADDED FOR LIMITED LIABILITY COMPANIES AND FOR YOUR EMPLOYEES**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS**1. The following replaces Paragraph 2.c. of SECTION II – WHO IS AN INSURED.:**

- c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, that qualifies as a Named Insured under a similar provision in any policy of Commercial General Liability (CGL) “underlying insurance” listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance will qualify as a Named Insured if there is no other excess liability or umbrella insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the end of the period of time during which the organization qualifies as a Named Insured under that provision in that policy of Commercial General Liability “underlying insurance”;
 - (2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an "offense" committed before you acquired or formed the organization.

2. The following replaces paragraph 2.f. of SECTION II – WHO IS AN INSURED.:

- f. Any other person or organization insured under any policy of the “underlying insurance” listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance. This insurance is subject to all the limitations upon coverage under such policy of “underlying insurance”, and the limits of insurance afforded to such person or organization will be:
 - (i) The difference between the “underlying insurance” limits and the minimum limits of insurance which you agreed to provide, if you have agreed to provide insurance for that person or organization in a written contract signed and executed by you before the “occurrence” takes place or the “offense” is committed; or
 - (ii) The limits of insurance of this policy;
 whichever is less.

If the minimum limits of insurance you agreed to provide such person or organization in such written contract are wholly within the “underlying insurance”, this policy shall not apply.

3. The following replaces the last two paragraphs of SECTION II – WHO IS AN INSURED.:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under **SECTION II – WHO IS AN INSURED.**

None of your employees is an insured for the following:

- (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-employee while acting within the scope of his or her duties;

UMBRELLA

- (b) To the spouse, child, parent, brother or sister of that co-employee as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.
- (2)** "Property damage" to property:

 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

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

This paragraph does not apply to "bodily injury", "personal injury" or "property damage" for which such employee is an insured under any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, that would apply but for the exhaustion of its limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**AMENDMENT OF DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE,
CLAIM OR SUIT AND REPRESENTATION CONDITIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS**1. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 5., **DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT.**, of **SECTION IV – CONDITIONS.**:

e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this policy to you or any insured listed in Paragraph 1. or 2. **a.**, **b.**, **d.** or **e.** of **SECTION II – WHO IS AN INSURED.**:

(1) Notice to us of such “occurrence” or “offense” must be given as soon as practicable only after the “occurrence” or “offense” is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your executive officers or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any employee authorized by you to give notice of an “occurrence” or “offense”.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such “occurrence” or “offense” must be given as soon as practicable only after the “occurrence” or “offense” is known by:

(a) Any individual who is:

- (i)** A partner or member of any partnership or joint venture;
- (ii)** A manager of any limited liability company;
- (iii)** A trustee of any trust; or
- (iv)** An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an “occurrence” or “offense”.

(3) Notice to us of such “occurrence” or “offense” will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers’ compensation insurer. This applies only if you subsequently give notice to us of the “occurrence” or “offense” as soon as practicable after any of the persons described in Paragraphs **e. (1)** or **(2)** above discovers that the “occurrence” or “offense” may result in sums to which the insurance provided under this policy may apply.

However, if this policy includes an endorsement that provides limited coverage for “bodily injury” or “property damage” or pollution costs arising out of a discharge, release or escape of “pollutants” which contains a requirement that the discharge, release or escape of “pollutants” must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

2. UNINTENTIONAL OMISSION

The following is added to Paragraph 14., **REPRESENTATION.**, of **SECTION IV – CONDITIONS.**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this insurance will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PROPERTY DAMAGE DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces the definition of "property damage" in **SECTION V – DEFINITIONS.:**

"Property damage" means:

- a.** Physical damage to tangible property of others, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical damage that caused it; or
- b.** Loss of use of tangible property of others that is not physically damaged. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT – OTHER INSURANCE CONDITION AND MEANING OF
OTHER INSURANCE AND OTHER INSURER**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Paragraph **10.**, **OTHER INSURANCE.**, of **SECTION IV – CONDITIONS.**:

10. OTHER INSURANCE

This insurance is excess over any valid and collectible other insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply excess of this insurance.

As used anywhere in this policy, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of **SECTION III – LIMITS OF INSURANCE** applies;
- (iii) Any risk retention group;
- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance;
or
- (v) Any similar risk transfer or risk management method.

As used anywhere in this policy, other insurer means a provider of other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF DEFENSE OF CLAIMS OR SUITS –
TAXED COSTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Paragraph **e.(4)** of Paragraph **2.**, **DEFENSE OF CLAIMS OR SUITS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY;** and **COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

(4) All costs taxed against the insured in the "suit", but only for that part of the judgment we pay.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT – MEANING OF YOU AND YOUR
AND MEANING OF EMPLOYEE**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following replaces the first sentence of the second paragraph of the introductory provisions:
Throughout this insurance the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this insurance.
2. The following is added to the second paragraph of the introductory provisions:
The word "employee":
 - a. Includes a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business.
 - b. Does not include a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Exclusion **d.**, **Contractual Liability**, in **Paragraph 3.** of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

d. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

If the insured's indemnitee is not an insured, any "suit" against that indemnitee for which a duty to defend would exist under such policy of "underlying insurance" will be deemed to be a "suit" that we will have the right and duty to defend under Paragraph **b.** of **2. DEFENSE OF CLAIMS OR SUITS.**, if that "suit" is for damages which are payable under Coverages **A** or **B** (including damages wholly or partly within the "retained limit"), but which are not payable by:

- (1) Such policy of "underlying insurance" because it has been exhausted by the payment of claims; or
- (2) Any other insurance available to you.

Our right and duty to defend such "suits" ends when we have used up the "applicable limit of insurance" in the payment of judgments or settlements or when the required conditions set forth, or the terms of the required agreement described, in such policy of "underlying insurance" for the duty to defend that indemnitee to exist are no longer met.

This insurance is subject to any provisions in such policy of "underlying insurance" that deem reasonable attorneys fees and necessary litigation expenses incurred by or for the insured's indemnitee that is not an insured to be damages if:

- (1) Such attorneys fees and litigation expenses are incurred for the defense of that indemnitee against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged; and
- (2) A duty to defend that indemnitee against that proceeding would not exist under such policy of "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF POLLUTION EXCLUSION – POLLUTION NOT RELATED TO AUTOS – LIMITED FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Exclusion f., **Pollution**, in **Paragraph 3.** of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

f. Pollution Not Related To Autos

- (1)** Bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”.
- (2)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or
 - (b)** Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”.

Paragraph **(1)** of this exclusion does not apply to:

- (a)** “Bodily injury” or “property damage” to which any policy of Commercial General Liability (CGL) “underlying insurance” listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability; or
- (b)** “Bodily injury” or “property damage” to which an exception in the Pollution Related To Autos exclusion applies.

If the Pollution Related To Autos exclusion has an exception for covered pollution cost or expense, Paragraph **(2)** of this exclusion does not apply to covered pollution cost or expense to which that exception applies. For the purposes of this provision, covered pollution cost or expense has the same meaning as described in the Pollution Related To Autos exclusion. For the purposes of this insurance, such covered pollution cost or expense will be deemed to be damages because of “property damage”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WATERCRAFT OR AIRCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Exclusion **g.**, **Watercraft Or Aircraft**, in **Paragraph 3.** of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

g. Watercraft Or Aircraft

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

- (1) After it is moved from the place where it is accepted for movement into or onto a watercraft or an aircraft;
- (2) While it is in or on a watercraft or an aircraft; or
- (3) While it is being moved from a watercraft or an aircraft to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the watercraft or aircraft.

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

This exclusion does not apply to "bodily injury" or "property damage" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DAMAGE TO PROPERTY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Exclusion i., **Damage To Property**, in **Paragraph 3.** of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

i. Damage To Property

"Property damage" to:

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

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF DAMAGE TO YOUR WORK EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces Exclusion **k.**, **Damage To Your Work**, in **Paragraph 3.** of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

k. Damage To Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

This exclusion does not apply if:

- (1)** The damaged work or the work out of which the damage arises was performed on your behalf by a sub-contractor; and
- (2)** Any policy of Commercial General Liability (CGL) “underlying insurance” listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply to such “property damage” but for the exhaustion of its limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF MAINTENANCE OF UNDERLYING INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces the first paragraph of Paragraph 9., **MAINTENANCE OF UNDERLYING INSURANCE.**, of **SECTION IV – CONDITIONS.**:

The insurance afforded by each policy in the schedule of "underlying insurance" in the Declarations will be maintained for the full term of this insurance. This provision does not apply to the reduction of the aggregate limit or limits due to payment of:

- a. Judgments or settlements for:
 - (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance would apply but for such payments not exceeding the "applicable underlying limit"; or
 - (2) Any other "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of Commercial General Liability (CGL) "underlying insurance" listed in the schedule of "underlying insurance" in the Declarations applies, but only if such "underlying insurance" is issued by us or any of our affiliated insurance companies;
- b. Pollution costs to which any endorsement that provides limited coverage for pollution costs applies in any policy of Commercial General Liability (CGL) "underlying insurance" issued by us, or any of our affiliated insurance companies, listed in the schedule of "underlying insurance" in the Declarations;
- c. Judgments or settlements for "property damage" to:
 - (1) Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - (2) The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days;if such "property damage" occurs during the term of this insurance; or
- d. Medical expenses to which any Medical Payments section of such "underlying insurance" applies, if such medical expenses are incurred for "bodily injury" caused by an accident that takes place during the term of this insurance.

As these policies expire, you will renew them at limits and with coverage at least equal to the expiring insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph 11., **OUR RIGHT TO RECOVER FROM OTHERS.**, of **SECTION IV – CONDITIONS.**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an "offense" that is committed; subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**AMENDMENT OF POLLUTION EXCLUSION –
POLLUTION NOT RELATED TO AUTOS**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE**PROVISIONS**

1. The following replaces Exclusion f., **Pollution**, in **Paragraph 3.** of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY;** and **COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

f. Pollution Not Related To Autos

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied or managed by, or rented or loaned to, any insured;
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor;
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (f) If any such discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from any premises, site or location commences in whole or in part before the policy period. All discharges, dispersals, seepages, migrations, releases or escapes of "pollutants" at or from any premises, site or location shall be deemed to commence at the time of the initial discharge, release or escape.
- (2) "Personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- (3) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

Paragraph **(1)(a)** of this exclusion does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests, and if any policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply to the "bodily injury" but for the exhaustion of its limits of liability;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added as an additional insured, with respect to your ongoing operations performed for that owner or lessee at that premises, site or location, to any policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, that would apply to the "bodily injury" or "property damage" but for the exhaustion of its limits of liability and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

Paragraph **(1)(d)** of this exclusion does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of mobile equipment or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them, and if any policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply to the "bodily injury" or "property damage" but for the exhaustion of its limits of liability. For the purposes of this subparagraph, mobile equipment has the same meaning as defined in such "underlying insurance";
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

Paragraph **(1)(f)** of this exclusion does not apply to "bodily injury" or "property damage" included within the "Products-Completed Operations Hazard" if any policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply to the "bodily injury" or "property damage" but for the exhaustion of its limits of liability.

Paragraph **(1)** of this exclusion does not apply to "bodily injury" or "property damage" to which any policy of Automobile Liability "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

If the Pollution Related To Autos exclusion has an exception for covered pollution cost or expense, Paragraph **(3)** of this exclusion does not apply to covered pollution cost or expense to which that exception applies. For the purposes of this provision, covered pollution cost or expense has the same meaning as described in the Pollution Related To Autos exclusion. For the purposes of this insurance, such covered pollution cost or expense will be deemed to be damages because of "property damage".

2. The following is added to **SECTION V – DEFINITIONS**:

"Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO LIABILITY EXCLUSION – LIMITED FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., **EXCLUSIONS.**, of **SECTION I – COVERAGES, – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**:

Auto

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

- (1) The ownership, maintenance, use or entrustment to others of any "auto" owned or operated by or rented or loaned to any insured; or
- (2) The transportation of mobile equipment by an "auto" owned or operated by or rented or loaned to any insured. For purposes of this paragraph, mobile equipment has the same meaning as defined in the policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, that is in effect during the term of this insurance when the "bodily injury" or "property damage" occurs and that would apply to such "bodily injury" or "property damage" but for any of the following:
 - (a) An exclusion for "bodily injury" or "property damage" arising out of such transportation.
 - (b) The exhaustion of its limits of liability.

Use includes operation and loading or unloading. Loading or unloading means the handling of property:

- (1) After it is moved from the place where it is accepted for movement into or onto an "auto";
- (2) While it is in or on an "auto"; or
- (3) While it is being moved from an "auto" to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "auto".

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

This exclusion does not apply to:

- (1) "Bodily injury" or "property damage" to which any policy of Automobile Liability "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability, but only if the full amount of insurance stated for such "underlying insurance" in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance applies to the accident that caused that "bodily injury" or "property damage"; or
- (2) "Bodily injury" or "property damage" to which any policy of Commercial General Liability (CGL) "underlying insurance" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., **EXCLUSIONS.**, of **SECTION I – COVERAGES, – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**:

Auto

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

- (1)** The ownership, maintenance, use or entrustment to others of any "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The transportation of mobile equipment by an "auto" owned or operated by or rented or loaned to any insured. For purposes of this paragraph, mobile equipment has the same meaning as defined in the policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, that is in effect during the term of this insurance when the "bodily injury" or "property damage" occurs and that would apply to such "bodily injury" or "property damage" but for any of the following:
 - (a)** An exclusion for "bodily injury" or "property damage" arising out of such transportation.
 - (b)** The exhaustion of its limits of liability.

Use includes operation and loading or unloading. Loading or unloading means the handling of property:

- (1)** After it is moved from the place where it is accepted for movement into or onto an "auto";
- (2)** While it is in or on an "auto"; or
- (3)** While it is being moved from an "auto" to the place where it is finally delivered;

but loading or unloading does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "auto".

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

This exclusion does not apply to "bodily injury" or "property damage" to which any policy of Commercial General Liability (CGL) "underlying insurance" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLLUTION EXCLUSION – POLLUTION RELATED TO AUTOS**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to **Paragraph 3., EXCLUSIONS.,** of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY;** and **COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

Pollution Related To Autos

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) That are, or that are contained in any property that is:
 - (i) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto";
 - (ii) Otherwise in the course of transit by or on behalf of the insured; or
 - (iii) Being stored, disposed of, treated or processed in or upon an "auto";
 - (b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto"; or
 - (c) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

Paragraph **(1)(a)** of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto" or its parts, if:

- (i) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (ii) Any policy of Automobile Liability "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply to the "bodily injury" or "property damage" but for the exhaustion of its limits of liability.

Paragraphs **(1)(b)** and **(c)** of this exclusion do not apply to "pollutants" not in or upon such "auto" if:

- (i) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged, away from premises owned by or rented to an insured, as a result of the maintenance or use of such "auto"; and
- (ii) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Paragraph **(1)** of this exclusion does not apply to "bodily injury" or "property damage" to which any policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION EXCLUSION – POLLUTION RELATED TO AUTOS –
LIMITED FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to **Paragraph 3., EXCLUSIONS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY;** and **COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

Pollution Related To Autos

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) That are, or that are contained in any property that is:
 - (i) Being transported or towed by, handled, or handled for movement into, onto or from, an "auto";
 - (ii) Otherwise in the course of transit by or on behalf of the insured; or
 - (iii) Being stored, disposed of, treated or processed in or upon an "auto";
 - (b) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto an "auto"; or
 - (c) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" to the place where they are finally delivered, disposed of or abandoned by the insured.
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

Paragraph (1) of this exclusion does not apply to:

- (a) "Bodily injury" or "property damage" to which any policy of Automobile Liability "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability; or
- (b) "Bodily injury" or "property damage" to which any policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

Paragraph (2) of this exclusion does not apply to covered pollution cost or expense to which any policy of Auto Liability "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability. For the purposes of this provision, covered pollution cost or expense has the same meaning as defined in such "underlying insurance". For the purposes of this insurance, such covered pollution cost or expense will be deemed to be damages because of "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PRIOR PERSONAL INJURY AND
ADVERTISING INJURY LIABILITY COVERAGE – TECHNOLOGY**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE**SCHEDULE**

Described Prior Time Period Beginning Date: / /

PROVISIONS

1. The following is added to Paragraph 1.a. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and **COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY**:

This insurance also applies to “personal injury” caused by an “offense”:

- (1) Described in Paragraph a.(4) or a.(5) of the definition of “personal injury”; and
- (2) Committed during the “described prior time period”, anywhere in the world;

but only if, prior to the policy period, no “described authorized person” knew about such “personal injury” or any other “personal injury” caused by such “offense”.

A “described authorized person” will be deemed to know about such “personal injury” or any other “personal injury” caused by such “offense” at the earliest time when that “described authorized person”:

- (1) Reports all, or any part, of such "personal injury", or any other “personal injury” caused by such “offense”, to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of such "personal injury" or any other “personal injury” caused by such “offense”; or
- (3) Becomes aware by any other means of such "personal injury" or any other “personal injury” caused by such “offense”.

2. The following is added to Paragraph 1.a. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and **COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY**:

This insurance also applies to “advertising injury” caused by an “offense”:

- (1) Described in Paragraph a.(1) or a.(2) of the definition of “advertising injury”; and
- (2) Committed during the “described prior time period”, anywhere in the world;

but only if, prior to the policy period, no “described authorized person” knew about such “advertising injury” or any other “advertising injury” caused by such “offense”.

A “described authorized person” will be deemed to know about such “advertising injury” or any other “advertising injury” caused by such “offense” at the earliest time when that “described authorized person”:

- (1) Reports all, or any part, of such “advertising injury”, or any other “advertising injury” caused by such “offense”, to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of such “advertising injury” or any other “advertising injury” caused by such “offense”; or
- (3) Becomes aware by any other means of such "personal injury" or any other “personal injury” caused by such “offense”.

3. The following is added to Exclusion **h.(3), Material Published Or Used Prior To Policy Period**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

This exclusion does not apply to “personal injury” or “advertising injury” arising out of oral or written publication, including publication by electronic means, of material whose first publication took place during the “described prior time period”.

4. The following is added to the last paragraph of **SECTION III – LIMITS OF INSURANCE.:**

The limits of this insurance do not apply separately to the “described prior time period”. The “described prior time period” will be deemed part of the policy period for purposes of determining the limits of this insurance.

5. The following is added to **SECTION V – DEFINITIONS.:**

“Described authorized person” means:

- a. You, if you are an individual; or
- b. Any person while he or she is:
 - (1) Your spouse, if you are an individual;
 - (2) Your partner or member, or his or her spouse, if you are a partnership or joint venture;
 - (3) Your manager or member, if you are a limited liability company;
 - (4) Your director or executive officer, if you are an organization other than a partnership, joint venture, or limited liability company;
 - (5) Your trustee, if you are a trust; or
 - (6) Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.

“Described prior time period” means the period of time that:

- a. Begins on the Described Prior Time Period Beginning Date shown in the Schedule at 12:01 a.m. standard time at your mailing address shown in Declarations; and
- b. Ends when the policy period shown in the Declarations begins.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREIGN LIABILITY EXCLUSION – LIMITED FOLLOWING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following exclusion is added to **Paragraph 3., EXCLUSIONS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**:

Foreign Liability

"Bodily injury" or "property damage" arising out of an "occurrence" that takes place, or "personal injury" or "advertising injury" arising out of an "offense" that is committed, outside the "described coverage territory".

This exclusion does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

2. The following is added to **SECTION V – DEFINITIONS.**:

"Described coverage territory" means the United States of America (including its territories and possessions) and Puerto Rico.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – PRODUCTS-COMPLETED OPERATIONS HAZARD –
MEDICAL AND BIOTECHNOLOGY**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following exclusion is added to Paragraph 3., **EXCLUSIONS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

Products-Completed Operations Hazard

"Bodily injury" or "property damage" included in the "products-completed operations hazard".

2. The following replaces the definition of "products-completed operations hazard" in **SECTION V – DEFINITIONS.:**

"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises owned by or rented or loaned to you and arising out of "your product" or "your work" except:
- (1) Products, other than "your medical products" or "your biotechnology products", that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Includes all "bodily injury" and "property damage" arising out of "your work" for a "clinical trial".
- c. Includes all "bodily injury" and "property damage" arising out of "your medical products" or "your biotechnology products" that are on a premises owned by or rented or loaned to you.
- d. Does not include "bodily injury" or "property damage" arising out of:
- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

3. The following replaces the definition of "your product" in **SECTION V – DEFINITIONS.:**

"Your product":

- a. Means:
- (1) Any goods or products, including any of "your biotechnology products" and any of "your medical products", other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - (1) Warranties or representations made at any time, or that should have been made, with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety, or use of such goods or products;
 - (2) The providing of, or failure to provide, warnings or instructions with respect to such goods or products; and
 - (3) Any such goods or products that are or were being tested or used by you or on your behalf in any "clinical trial".
- c. Does not include vending machines or other property, other than "your medical products" or "your biotechnology products", rented to or located for the use of others but not sold.
- 4. The following replaces the definition of "your work" in **SECTION V – DEFINITIONS.**:

"Your work":

 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time, or that should have been made, with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety or use of such work or operations; and
 - (2) The providing of, or failure to provide, warnings or instructions with respect to such work or operations.
- 5. The following is added to **SECTION V – DEFINITIONS.**:

"Clinical trial" means any organized study or test that uses human or animal subjects to develop effectiveness and safety data for "your medical products" or "your biotechnology products".

"Your biotechnology product" means any of "your products" that are or were used, or intended to be used, as or in the development of in vitro or in vivo diagnostic substances or other biological substances.

"Your medical product" means any of "your products" that are or were used, or intended for use, in health care or the providing of professional health care services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF COVERAGE – PRODUCTS-COMPLETED OPERATIONS
HAZARD – MEDICAL AND BIOTECHNOLOGY**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following replaces the definition of “products-completed operations hazard” in **SECTION V – DEFINITIONS.:**

"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises owned by or rented or loaned to you and arising out of "your product" or "your work" except:
 - (1) Products, other than "your medical products" or "your biotechnology products", that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Includes all "bodily injury" and "property damage" arising out of "your work" for a "clinical trial".
- c. Includes all "bodily injury" and "property damage" arising out of "your medical products" or "your biotechnology products" that are on a premises owned by or rented or loaned to you.
- d. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

2. The following replaces the definition of “your product” in **SECTION V – DEFINITIONS.:**

"Your product":

- a. Means:
 - (1) Any goods or products, including any of "your biotechnology products" and any of "your medical products", other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:

- (1) Warranties or representations made at any time, or that should have been made, with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety, or use of such goods or products;
 - (2) The providing of, or failure to provide, warnings or instructions with respect to such goods or products; and
 - (3) Any such goods or products that are or were being tested or used by you or on your behalf in any "clinical trial".
- c. Does not include vending machines or other property, other than "your medical products" or "your biotechnology products", rented to or located for the use of others but not sold.
3. The following replaces the definition of "your work" in **SECTION V – DEFINITIONS.**:
- "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time, or that should have been made, with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety or use of such work or operations; and
 - (2) The providing of, or failure to provide, warnings or instructions with respect to such work or operations.
4. The following is added to **SECTION V – DEFINITIONS.**:
- "Clinical trial" means any organized study or test that uses human or animal subjects to develop effectiveness and safety data for "your medical products" or "your biotechnology products".
- "Your biotechnology product" means any of "your products" that are or were used, or intended to be used, as or in the development of in vitro or in vivo diagnostic substances or other biological substances.
- "Your medical product" means any of "your products" that are or were used, or intended for use, in health care or the providing of professional health care services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MEDICAL OR BIOTECHNOLOGY PRODUCTS BEING TESTED IN A HUMAN CLINICAL TRIAL

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., **EXCLUSIONS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**:

Medical Or Biotechnology Products Being Tested In A Human Clinical Trial

"Bodily injury" arising out of "your medical product" or "your biotechnology product" being tested in a "clinical trial" that uses human subjects.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – UNAPPROVED MEDICAL OR BIOTECHNOLOGY PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., **EXCLUSIONS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**:

Unapproved Medical Or Biotechnology Products

"Bodily injury" or "property damage" arising out of "your medical products" or "your biotechnology products" for which you do not have the required regulatory agency approval or authorization for:

- (1) Commercial distribution, if the "bodily injury" or "property damage" arises out of "your medical products" or "your biotechnology products" which are commercially distributed; or
- (2) Clinical usage, if the "bodily injury" or "property damage" arises out of "your medical products" or "your biotechnology products" which are clinically used.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

EXCESS CYBERFIRST LIABILITY COVERAGE - DEFENSE EXPENSES ARE WITHIN LIMITS OF LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Only as respects the insurance provided by this endorsement, none of the terms, definitions or exclusions of the policy to which this endorsement is attached apply, except for:

1. **SECTION IV – CONDITIONS.** However, as respects the insurance provided by this endorsement, Paragraph 5., **DUTIES IN THE EVENT OF OCCURRENCE OR OFFENSE, CLAIM OR SUIT**, of **SECTION IV – CONDITIONS** does not apply, and instead, the Duties In The Event Of A Claim Or Suit condition in the Cyberfirst Liability Insurance included in the “underlying insurance” applies; and
2. The definition of “products-completed operation hazard”.

SECTION I – EXCESS CYBERFIRST LIABILITY INSURING AGREEMENT.

1. We will pay on behalf of the insured those sums, in excess of the amount payable under the terms of the CyberFirst Liability Insurance included in the "underlying insurance", that the insured becomes legally obligated to pay, or must pay, as "damages" provided that the CyberFirst Liability Insurance included in the "underlying insurance" would apply but for the exhaustion of the "underlying cyber liability limits".
2. The amount we will pay is limited as described in **SECTION II - LIMITS OF INSURANCE** in this endorsement.
3. This insurance is subject to the same terms, definitions, exclusions and conditions as the CyberFirst Liability Insurance included in the "underlying insurance", except for the provisions of this endorsement.

SECTION II - LIMITS OF INSURANCE.

1. As respects the insurance provided by this endorsement, the Limits of Insurance shown in the Declarations of the policy to which this endorsement is attached and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Products-Completed Operations Aggregate Limit shown in the Declarations of the policy to which this endorsement is attached is the most we will pay for the sum of all:
 - a. Damages under Coverage **A** because of injury and damage included in the "products-completed operations hazard"; and
 - b. "Damages" and "defense expenses" under the Excess CyberFirst Liability Insuring Agreement.
3. Subject to **2.** above, the Any One Occurrence Limit shown in the Declarations of the policy to which this endorsement is attached is the most we will pay for the sum of all "damages" and "defense expenses" under the Excess CyberFirst Liability Insuring Agreement because of loss that is caused by the same "wrongful act" or "related wrongful acts".

SECTION III - MAINTENANCE OF UNDERLYING CYBERFIRST LIABILITY INSURANCE.

The insurance afforded by the CyberFirst Liability Insurance included in the "underlying insurance" will be maintained for the full term of this endorsement. This provision does not apply to the reduction of the "underlying cyber liability limits" due to payment of judgments or settlements for “damages”, or payment of “defense expenses”, payable under such CyberFirst Liability Insurance. As the CyberFirst Liability Insurance included in the "underlying insurance" expires, you will renew that insurance at limits and with coverage at least equal to the expiring insurance.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you so complied.

SECTION IV – DEFINITIONS.

1. "Damages" has the same meaning:
 - a. As defined in the CyberFirst Liability Insurance included in the "underlying insurance, if the term damages is defined in such "underlying insurance"; or
 - b. As used in the CyberFirst Liability Insurance included in the "underlying insurance", if the term damages is not defined in such "underlying insurance".
2. "Defense expenses" has the same meaning as defined in the CyberFirst Liability Insurance included in the "underlying insurance".
3. "Related wrongful act" has the same meaning as defined in the CyberFirst Liability Insurance included in the "underlying insurance".
4. "Suit" has the same meaning as defined in the CyberFirst Liability Insurance included in the "underlying insurance".
5. "Underlying cyber liability limits" means the limits of insurance that apply to the CyberFirst Liability Insurance included in the "underlying insurance".

The "underlying cyber liability limits" will apply even if:

 - a. The insurer which provided the CyberFirst Liability Insurance included in the "underlying insurance" claims the insured failed to comply with any condition of the policy; or
 - b. Such underlying insurer becomes bankrupt or insolvent.
6. "Underlying insurance" means the policies listed in the Schedule of Underlying Insurance on the policy to which this endorsement is attached, and includes any renewal or replacement of such policies.
7. "Wrongful act" has the same meaning as defined in the CyberFirst Liability Insurance included in the "underlying insurance".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PROFESSIONAL HEALTH CARE SERVICES EXCLUSION – LIMITED
FOLLOWING FORM**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following exclusion is added to Paragraph 3., **EXCLUSIONS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

Professional Health Care Services

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of providing or failing to provide professional health care services.

This exclusion does not apply to "bodily injury" to which any policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF MAINTENANCE OF
UNDERLYING INSURANCE CONDITION –
FOR EMPLOYERS LIABILITY UNDERLYING INSURANCE
WITH NON-CONCURRENT POLICY PERIOD**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following replaces the first paragraph of Paragraph 9., **MAINTENANCE OF UNDERLYING INSURANCE.**, of **SECTION IV – CONDITIONS.**:

The insurance afforded by each policy in the schedule of "underlying insurance" in the Declarations will be maintained for the full term of this insurance. This provision does not apply to the reduction of the aggregate limit or limits due to payment of:

- a. Judgments or settlements for:
 - (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance would apply but for such payments not exceeding the "applicable underlying limit"; or
 - (2) Any other "bodily injury", "property damage", "personal injury" or "advertising injury" to which any policy of Commercial General Liability (CGL) "underlying insurance" listed in the schedule of "underlying insurance" in the Declarations applies, but only if such "underlying insurance" is issued by us or any of our affiliated insurance companies;
- b. Pollution costs to which any endorsement that provides limited coverage for pollution costs applies in any policy of Commercial General Liability (CGL) "underlying insurance" issued by us, or any of our affiliated insurance companies, listed in the schedule of "underlying insurance" in the Declarations;
- c. Judgments or settlements for "bodily injury" to which any policy of Employers Liability "underlying insurance" listed in the schedule of "underlying insurance" in the Declarations applies;
- d. Judgments or settlements for "property damage" to:
 - (1) Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - (2) The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days;if such "property damage" occurs during the term of this insurance; or
- e. Medical expenses to which any Medical Payments section of such "underlying insurance" applies, if such medical expenses are incurred for "bodily injury" caused by an accident that takes place during the term of this insurance.

As these policies expire, you will renew them at limits and with coverage at least equal to the expiring insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – PRODUCTS-COMPLETED OPERATIONS HAZARD –
LIMITED FOLLOWING FORM –
MEDICAL AND BIOTECHNOLOGY**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

PROVISIONS

1. The following exclusion is added to Paragraph 3., **EXCLUSIONS.**, of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.**:

Products-Completed Operations Hazard

"Bodily injury" or "property damage" included in the "products-completed operations hazard".

This exclusion does not apply to "bodily injury" or "property damage" to which any policy of Commercial General Liability (CGL) "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof, would apply but for the exhaustion of its limits of liability.

2. The following replaces the definition of "products-completed operations hazard" in **SECTION V – DEFINITIONS.**:

"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises owned by or rented or loaned to you and arising out of "your product" or "your work" except:

- (1) Products, other than "your medical products" or "your biotechnology products", that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Includes all "bodily injury" and "property damage" arising out of "your work" for a "clinical trial".
- c. Includes all "bodily injury" and "property damage" arising out of "your medical products" or "your biotechnology products" that are on a premises owned by or rented or loaned to you.
- d. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the loading or unloading of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

3. The following replaces the definition of "your product" in **SECTION V – DEFINITIONS.**:

"Your product":

- a. Means:

- (1) Any goods or products, including any of "your biotechnology products" and any of "your medical products", other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
- (1) Warranties or representations made at any time, or that should have been made, with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety, or use of such goods or products;
 - (2) The providing of, or failure to provide, warnings or instructions with respect to such goods or products; and
 - (3) Any such goods or products that are or were being tested or used by you or on your behalf in any "clinical trial".
- c. Does not include vending machines or other property, other than "your medical products" or "your biotechnology products", rented to or located for the use of others but not sold.
4. The following replaces the definition of "your work" in **SECTION V – DEFINITIONS.**:
- "Your work":
- a. Means:
- (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
- (1) Warranties or representations made at any time, or that should have been made, with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety or use of such work or operations; and
 - (2) The providing of, or failure to provide, warnings or instructions with respect to such work or operations.
5. The following is added to **SECTION V – DEFINITIONS.**:
- "Clinical trial" means any organized study or test that uses human or animal subjects to develop effectiveness and safety data for "your medical products" or "your biotechnology products".
- "Your biotechnology product" means any of "your products" that are or were used, or intended to be used, as or in the development of in vitro or in vivo diagnostic substances or other biological substances.
- "Your medical product" means any of "your products" that are or were used, or intended for use, in health care or the providing of professional health care services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION WHEN TWO OR MORE POLICIES APPLY TO THE SAME
CLAIM OR SUIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to **SECTION III – LIMITS OF INSURANCE**:

When this policy and any other policy written by us or any of our affiliated insurance companies and issued to:

- a. You;
- b. Any organization in which you own more than a 10% interest; or
- c. Any person or organization that owns more than a 10% interest in you;

apply or applied to the same claim or "suit", the most we will pay for the sum of all amounts subject to the limits of insurance is the highest limit of insurance that applies or applied to such claim or "suit" under any one of those policies.

However, this provision does not apply if the other policy that applies or applied is:

- a. Insurance bought specifically to apply in excess of this insurance; or
- b. "Underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance, or any renewal or replacement thereof.

SERFF Tracking Number: TRVD-125808229

State: Arkansas

First Filing Company: NIPPONKOA Insurance Company

State Tracking Number: EFT \$50

Ltd.,(U.S.Branch), ...

Company Tracking Number: 2008-08-0030

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0020 Commercial Umbrella & Excess

Product Name: Umbrella Excess Technology Program

Project Name/Number: /2008-08-0030

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125808229 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2008-08-0030
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0020 Commercial Umbrella & Excess
 Product Name: Umbrella Excess Technology Program
 Project Name/Number: /2008-08-0030

Supporting Document Schedules

Satisfied -Name: 2008-08-0030 NAIC Transmittal Forms
Review Status: Approved 10/17/2008

Comments:

Attachments:

AR NAIC Form Filing Schedule.pdf
 AR NAIC Transmittal.pdf

Satisfied -Name: 2008-08-0030 Forms Transmittal Supplement
Review Status: Approved 10/17/2008

Comments:

Attachment:

Countrywide Property Casualty Forms Transmittal Supplement.pdf

Satisfied -Name: 2008-08-0030 Cover Letter & Exhibit
Review Status: Approved 10/17/2008

Comments:

Attachments:

AR Cover Letter.pdf
 AR Exhibit.pdf

Satisfied -Name: 2008-08-0030 Filing Memo
Review Status: Approved 10/17/2008

Comments:

Attachment:

Filing Memo.pdf

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 #	2008-08-0030			
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	Amendment of Coverage B - Personal Injury and Advertising Injury Liability – Technology	UM 04 71 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
02	Amendment of Coverage B – Limited Personal Injury And Advertising Injury Liability - Technology	UM 04 72 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
03	Amendment of Coverage B- Personal Injury and Advertising Injury Liability-Technology-With Exclusion For Insureds in Media And Internet Type Businesses	UM 04 74 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
04	Amendment of Defense of Claims or Suits-Reasonable Expenses Incurred By The Insured At Our Request	UM 04 75 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
05	Amendment of Who is an Insured-Insureds Added When Qualifying Under Scheduled Underlying Ins. Without Written Contract And Limitations Added For Limited Liability Companies And For Your Employees	UM 04 76 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
06	Amendment of Duties in the Event of Occurrence or Offense, Claim or Suit And Representation Conditions	UM 04 77 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
07	Amendment of Property Damage Definition	UM 04 78 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
08	Amendment-Other Ins. Condition and Meaning of Other Insurance and Other Insurer	UM 04 79 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
09	Amendment of Defense of Claims or Suits-Taxed Costs	UM 04 80 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
10	Amendment-Meaning of You And Your And Meaning of Employee	UM 04 81 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	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
11	Amendment of Contractual Liability Exclusion	UM 04 82 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
12	Amendment of Pollution Exclusion-Pollution Not Related To Autos-Limited Following Form	UM 04 83 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
13	Amendment of Watercraft or Aircraft Exclusion	UM 04 84 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
14	Amendment of Damage to Property Exclusion	UM 04 85 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
15	Amendment of Damage to Your Work Exclusion	UM 04 86 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
16	Amendment of Maintenance Of Underlying Insurance Condition	UM 04 87 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
17	Waiver of Our Right to Recover From Others	UM 04 88 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
18	Amendment of Pollution Exclusion-Pollution Not Related To Autos	UM 04 89 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
19	Auto Liability Exclusion – Limited Following Form	UM 04 90 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
20	Auto Liability Exclusion	UM 04 91 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	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
21	Pollution Exclusion – Pollution Related to Autos	UM 04 92 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
22	Pollution Exclusion – Pollution Related to Autos-Limited Following Form	UM 04 93 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
23	Prior Personal Injury And Advertising Injury Liability Coverage-Technology	UM 04 94 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
24	Foreign Liability Exclusion-Limited Following Form	UM 04 95 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
25	Exclusion-Products-Completed Operations Hazard-Medical and Biotechnology	UM 04 96 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
26	Amendment of Coverage-Products-Completed Operations Hazard-Medical And Biotechnology	UM 04 97 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
27	Exclusion-Medical or Biotechnology Products Being Tested in a Human Clinical Trial	UM 04 98 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
28	Exclusion-Unapproved Medical or Biotechnology Products	UM 04 99 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
29	Excess Cyberfirst Liability Coverage-Defense Expenses Are Within Limits Of Liability	UM 05 00 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
30	Professional Health Care Services Exclusion-Limited Following Form	UM 05 01 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
31	Amendment of Maintenance Of Underlying Insurance Condition-For Employers Liability Underlying Ins. With Non-Concurrent Policy Period	UM 05 02 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
32	Exclusion-Products-Completed Operations Hazard-Limited Following Form-Medical and Biotechnology	UM 05 03 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
33	Limitation When Two or More Policies Apply to the Same Claim or Suit	UM 05 04 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	2008-08-0030
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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See Cover Letter

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Arkansas

Check #: EFT

Amount: \$50.00 (form filing)

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

DEPARTMENT OF INSURANCE
PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT
SHEET FOR MULTIPLE FORM FILING

<u>Form Title</u>	<u>New Form</u>	<u>Replaced Forms</u>	<u>Type of Form* / Line Of Business / Mandatory (M) or Optional (O)</u>	<u>Broaden (B) Restrict (R) Clarify (C)</u>	<u>Description Of Form</u>
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Amendment Of Coverage B – Personal And Advertising Injury Liability – Technology	UM 04 71 07 08	None.	End/UM/O	B & R	See Below.
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This new endorsement UM 04 71 07 08 modifies our Commercial Excess Liability (Umbrella) Insurance form (UM 00 01 11 03) as follows:

1. Deletes the Breach Of Contract exclusion's exception for an implied contract to use another's advertising idea in the course of advertising your goods, products or services, to be consistent with the definition of "advertising injury" which does not include the use of another's advertising idea as a covered offense.
2. Replaces the phrase "made in the course of advertising your goods, products or services" in the Quality Or Performance of Goods – Failure To Conform To Statements exclusion with the phrase "made in your 'advertisement,'" in order to incorporate the newly-defined term "advertisement."
3. Replaces the phrase "stated in the course of advertising your goods, products or services" in the Wrong Description Of Prices exclusion with the phrase "stated in your 'advertisement,'" in order to incorporate the newly-defined term "advertisement."
4. Revises the Material Published With Knowledge Of Falsity exclusion to clarify that oral or written publication includes publication by electronic means.
5. Changes the name of the Material Published Prior To Policy Period exclusion to Material Published Or Used Prior To The Policy Period. Adds wording to the first paragraph to clarify our intent that oral or written publication includes publication by electronic means. Adds a second prong to the exclusion that excludes "advertising injury" arising out of infringement of copyright, "title" or "slogan" in the named insured's "advertisement" whose first infringement was committed before the beginning of the policy period.
6. Deletes the Insureds In Media And Internet Type Businesses exclusion.
7. Deletes the Electronic Chatrooms Or Bulletin Boards exclusion.
8. Adds an Intellectual Property exclusion that applies to "personal injury" or "advertising injury" arising out of an infringement or violation of intellectual property rights or laws and any other "personal injury" or "advertising injury" alleged in a claim or "suit" that alleges an intellectual property infringement or violation. Includes exceptions to the exclusion for "infringement of copyright, 'title' or 'slogan'" in the named insured's "advertisement" or any other "personal injury" or "advertising injury" alleged in a claim or "suit" that also alleges such infringement of copyright, "title," or "slogan."
9. Revises the definition of "advertising injury" as follows:
 - Adds wording to the offenses of slander, libel and disparagement (paragraph a.) to clarify that oral or written publication includes publication by electronic means.
 - Revises the three publication-based privacy offenses (paragraph b.) to clarify our intent. Adds wording to the offenses to clarify that oral or written publication includes publication by electronic means.
 - Replaces the offense of "infringing upon another's copyright, title or slogan" (paragraph c.) with "infringement of copyright, 'title' or 'slogan' in your 'advertisement'" to indicate that "title and "slogan" are now defined terms.
10. Revises the definition of "personal injury" as follows:
 - Revises, for additional clarity, the offense of wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy (paragraph c.).
 - Adds wording to the offenses of slander, libel and disparagement (paragraph d.) to clarify that oral or written publication includes publication by electronic means.
 - Revises the three publication-based privacy offenses (paragraph e.) to clarify our intent. Adds wording to the offenses to clarify that oral or written publication includes

publication by electronic means.

11. Adds definitions of "advertisement," "slogan," and "title."

Amendment Of Coverage B – Limited Personal And Advertising Injury Liability - Technology	UM 04 72 07 08	None.	End/UM/O	R	See Below.
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This new endorsement UM 04 72 07 08 modifies our Commercial Excess Liability (Umbrella) Insurance form (UM 00 01 11 03) as follows:

1. Deletes the Breach Of Contract exclusion's exception for an implied contract to use another's advertising idea in the course of advertising your goods, products or services, to be consistent with the definition of "advertising injury" which does not include the use of another's advertising idea as a covered offense.
2. Replaces the phrase "made in the course of advertising your goods, products or services" in the Quality Or Performance of Goods – Failure To Conform To Statements exclusion with the phrase "made in your 'advertisement,'" in order to incorporate the newly-defined term "advertisement."
3. Replaces the phrase "stated in the course of advertising your goods, products or services" in the Wrong Description Of Prices exclusion with the phrase "stated in your 'advertisement,'" in order to incorporate the newly-defined term "advertisement."
4. Replaces the Material Published Prior To Policy Period exclusion with a new exclusion entitled Material Used Prior To The Policy Period that excludes "advertising injury" arising out of infringement of copyright, "title" or "slogan" in the named insured's "advertisement" whose first infringement was committed before the beginning of the policy period.
5. Deletes the Insureds In Media And Internet Type Businesses exclusion.
6. Deletes the Electronic Chatrooms Or Bulletin Boards exclusion.
7. Adds an Intellectual Property exclusion that applies to "personal injury" arising out of an infringement or violation of intellectual property rights or laws and any other "personal injury" alleged in a claim or "suit" that alleges an intellectual property infringement or violation. Includes an exception to the exclusion for "personal injury" alleged in a claim or "suit" that also alleges "advertising injury."
8. Revises the definition of "advertising injury" as follows:
 - Deletes the offenses of slander, libel, and disparagement (paragraph a.) and the three specific publication-based privacy violation offenses (paragraph b.).
 - Replaces the offense of "infringement of copyright, title or slogan" (paragraph c.) with "infringement of copyright, 'title' or 'slogan' in your 'advertisement'" to indicate that "title and "slogan" are now defined terms.
9. Revises the definition of "personal injury" as follows:
 - Revises, for additional clarity, the offense of wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy (paragraph c.).
 - Deletes the offenses of slander, libel, and disparagement (paragraph d.) and the three specific publication-based privacy violation offenses (paragraph e.).
10. Adds definitions of "advertisement," "slogan," and "title."

Amendment Of Coverage B – Personal And Advertising Injury Liability – Technology – With Exclusion For Insureds In Media And Internet Type Businesses	UM 04 74 07 08	None.	End/UM/O	B & R	See Below.
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This new endorsement UM 04 74 07 08 modifies our Commercial Excess Liability (Umbrella) Insurance form (UM 00 01 11 03) as follows:

1. Deletes the Breach Of Contract exclusion's exception for an implied contract to use another's advertising idea in the course of advertising your goods, products or services, to be consistent with the definition of "advertising injury" which does not include the use of another's advertising idea as a covered offense.
2. Replaces the phrase "made in the course of advertising your goods, products or services" in the Quality Or Performance of Goods – Failure To Conform To Statements exclusion with the phrase "made in your 'advertisement,'" in order to incorporate the newly-defined term "advertisement."
3. Replaces the phrase "stated in the course of advertising your goods, products or services" in the Wrong Description Of Prices exclusion with the phrase "stated in your 'advertisement,'" in order to incorporate the newly-defined term "advertisement."
4. Revises the Material Published With Knowledge Of Falsity exclusion to clarify that oral or written publication includes publication by electronic means.
5. Changes the name of the Material Published Prior To Policy Period exclusion to Material Published Or Used Prior To The Policy Period. Adds wording to the first paragraph to clarify our intent that oral or written publication includes publication by electronic means. Adds a second prong to the exclusion that excludes "advertising injury" arising out of infringement of copyright, "title" or "slogan" in the named insured's "advertisement" whose first infringement was committed before the beginning of the policy period.
6. Revises the Insureds In Media And Internet Type Businesses exclusion by replacing the undefined terms broadcasting and telecasting with the newly-defined term "broadcasting". Adds a description of additional activities that will not be considered to be the business of publishing.
7. Deletes the Electronic Chatrooms Or Bulletin Boards exclusion.
8. Adds an Intellectual Property exclusion that applies to "personal injury" or "advertising injury" arising out of an infringement or violation of intellectual property rights or laws and any other "personal injury" or "advertising injury" alleged in a claim or "suit" that alleges an intellectual property infringement or violation. Includes exceptions to the exclusion for "infringement of copyright, 'title' or 'slogan'" in the named insured's "advertisement" or any other "personal injury" or "advertising injury" alleged in a claim or "suit" that also alleges such infringement of copyright, "title," or "slogan."
9. Revises the definition of "advertising injury" as follows:
 - Adds wording to the offenses of slander, libel and disparagement (paragraph **a.**) to clarify that oral or written publication includes publication by electronic means.
 - Revises the three publication-based privacy offenses (paragraph **b.**) to clarify our intent. Adds wording to the offenses to clarify that oral or written publication includes publication by electronic means.
 - Replaces the offense of "infringing upon another's copyright, title or slogan" (paragraph **c.**) with "infringement of copyright, 'title' or 'slogan' in your 'advertisement'" to indicate that "title and "slogan" are now defined terms.
10. Revises the definition of "personal injury" as follows:
 - Revise, for additional clarity, the offense of wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy (paragraph **c.**).
 - Adds wording to the offenses of slander, libel and disparagement (paragraph **d.**) to clarify that oral or written publication includes publication by electronic means.
 - Revises the three publication-based privacy offenses (paragraph **e.**) to clarify our intent. Adds wording to the offenses to clarify that oral or written publication includes publication by electronic means.
11. Adds definitions of "advertisement," "broadcasting," "slogan," and "title."

Amendment Of Defense Of Claims Or Suits – Reasonable Expenses Incurred by the Insured At Our Request	UM 04 75 07 08	None.	End/UM/O	B	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to increase the loss of earnings amount in the provision regarding reasonable expenses incurred by the insured at our request in Section I 2. e. (3) from \$250 to \$500 per day to track with increase in the Supplementary Payments section of the CGL policy via our proprietary Xtend endorsements currently being filed in your jurisdiction.
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Amendment Of Who Is An Insured – Insureds Added When Qualifying Under Scheduled Underlying Insurance Without Written Contract And Limitations Added For Limited Liability Companies And For Your Employees	UM 04 76 07 08	None.	End/UM/O	B & R	See Below.
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This new endorsement UM 04 76 07 08 modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) as follows:

1. Revises Paragraph **2. c.** of Who Is An Insured section (Newly acquired or formed organizations) to add the following limitations to track with the limitations in coverage provided for newly acquired or formed organizations in standard CGL coverage forms typically used for scheduled underlying CGL insurance:
 - limited liability companies (LLCs) to exception provision;
 - period-of-time restriction; and
 - requirement that no other excess liability or umbrella insurance is available to the organization.
2. Revises Paragraph **2.f.** of Who Is An Insured section (persons or organizations qualifying as insureds under scheduled underlying insurance) to broaden coverage by eliminating the requirement that the named insured has agreed to provide insurance for such person or organization in a written contract or agreement.
3. Revises unnamed partnership and joint venture limitation in second-to-last paragraph of Who Is An Insured section to:
 - apply to liability for the conduct of the business of unnamed LLCs; and
 - add an exception to clarify that this paragraph's restriction on insured status does not apply to organizations otherwise qualifying as an insured;
to track with standard CGL coverage forms typically used for scheduled underlying CGL insurance and to track with exception added to equivalent paragraph of CGL via our proprietary endorsement currently being filed in your jurisdiction.
4. Revises last paragraph of Who Is An Insured section to add the following limitations regarding the coverage for employees that is not provided to track with limitations on employee coverage in standard CGL coverage forms typically used for scheduled underlying CGL insurance and include an exception for such "bodily injury", "property damage" and "personal injury" that would have been covered by scheduled underlying insurance, but for the exhaustion of its limits of liability:
 - "Personal injury" (PI) to fellow employees;
 - "Bodily injury" (BI) or PI to named insured;
 - BI or PI to named insured's management personnel;
 - Consequential injury to family members of injured fellow-employees;
 - BI or PI arising out of the employee's providing or failure to provide professional health care services; and

- Property Damage (PD) to property owned, occupied or used by, rented to, in the care, custody or control of, or physically controlled by, named insured, its employees or its management personnel.

Amendment Of Duties In The Event Of Occurrence Or Offense, Claim Or Suit And Representation Conditions	UM 04 77 07 08	None.	End/UM/O	B	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to add provisions regarding the Insured's responsibilities under certain Umbrella Conditions by making less stringent certain reporting requirements of the Insured. UM 04 77 allows us to respond in a positive manner to Insureds and agents/brokers who have requested this coverage to simply clarify intent and responsibilities. Includes wording to address certain pollution coverage that may be added by another endorsement and may be subject to its own specific reporting requirements to avoid impacting any such specific reporting requirements that are applicable. This endorsement tracks with wording in our proprietary CGL Xtend endorsements currently being filed in your jurisdiction.
Amendment Of Property Damage Definition	UM 04 78 07 08	None.	End/UM/O	R	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to revise the "property damage" definition to more clearly show the coverage intent of tangible property as not including any data, rather than only electronic data, to track with our proprietary CGL endorsement currently being filed in your jurisdiction.

Amendment – Other Insurance Condition And Meaning Of Other Insurance And Other Insurer	UM 04 79 07 08	None.	End/UM/O	R	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to revise the OTHER INSURANCE condition by adding provisions (i) through (v) to clarify the meaning of the term <i>other insurance</i> to account for the diversity and complexity of funding, insurance, self-insurance, risk management, and risk transfer methods and programs currently available to our insureds for insuring or managing their insurable exposures. This endorsement also adds wording clarifying the meaning of other insurer. This endorsement tracks with our proprietary CGL endorsement currently being filed in your jurisdiction.
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Amendment Of Defense Of Claims Or Suits – Taxed Costs	UM 04 80 07 08	None.	End/UM/O	R	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to revise the taxed costs provision in Section I 2. e. (4) to add wording expressly limiting our obligation to pay taxed costs to those taxed against an insured on “that part of the judgment we pay” to track with our proprietary CGL endorsement, amending the Supplementary Payments section, currently being filed in your jurisdiction.
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Amendment – Meaning Of You and Your And Meaning Of Employee	UM 04 81 07 08	None.	End/UM/O	C	<p>This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) as follows:</p> <ol style="list-style-type: none"> 1. Revises the Umbrella introductory provisions to indicate that the terms “you and your” include “any other person or organization qualifying as a Named Insured” under the Umbrella policy, which is included in standard CGL coverage forms typically used for scheduled underlying CGL insurance. The effect of this wording is to cause newly acquired or formed organizations covered under Paragraph 2.c. of Who Is An Insured to be included in the terms “you” and “your”. 2. Revises introductory provisions to indicate that the term "employee" includes leased workers and does not include temporary workers to properly track with standard CGL coverage forms typically used for scheduled underlying CGL insurance which includes that definition of “employee”.
Amendment Of Contractual Liability Exclusion	UM 04 82 07 08	None.	End/UM/O	R	<p>This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) as follows:</p> <ol style="list-style-type: none"> 1. Revises the Umbrella Contractual Liability exclusion to change the following-form exception to a more tracking exception for BI, PD, PI or “advertising injury” (AI) that would have been covered by scheduled underlying insurance, but for the exhaustion of its limits of liability. This ensures that the Umbrella will, subject to its other provisions, track more precisely with the terms of scheduled underlying insurance and not be broader for these exposures. 2. Specifically addresses when a duty to defend the indemnitee exists and coverage for indemnitee defense expenses under contract (considered to be damages) when no such duty to defend exists, to track with standard CGL coverage forms typically used for scheduled underlying CGL insurance.

Amendment Of Pollution Exclusion – Pollution Not Related To Autos – Limited Following Form	UM 04 83 07 08	None.	End/UM/O	R	<p>This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to replace the Umbrella Pollution exclusion with an exclusion for Pollution Not Related To Autos, which has the following exceptions:</p> <ol style="list-style-type: none"> 1. Instead of a following-form exception, a more tracking (limited following-form) exception for BI or PD that would have been covered by scheduled underlying CGL insurance, but for the exhaustion of its limits of liability, and PI and AI are not included in the exception. This ensures that the Umbrella will, subject to its other provisions, track more precisely with the terms of that scheduled underlying insurance and not be broader for these exposures; and 2. An exception for BI, PD or covered pollution cost or expense to which an exception in the Pollution Related To Autos exclusion (which is added by a separate endorsement) applies. This ensures that this exclusion will not apply to auto-related BI, PD or covered pollution cost or expense intended to be covered by the Umbrella when it provides excess Auto Liability coverage.
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Amendment Of Watercraft Or Aircraft Exclusion	UM 04 84 07 08	None.	End/UM/O	B	<p>This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to revise the Watercraft Or Aircraft exclusion as follows:</p> <ol style="list-style-type: none"> 1. Instead of all watercraft and aircraft, exclusion applies only to watercraft or aircraft owned or operated by or rented to loaned to any insured; 2. Instead of specific exceptions, adds a limited following-form exception for BI or PD that would have been covered by scheduled underlying insurance, but for the exhaustion of its limits of liability. This ensures that the Umbrella will, subject to its other provisions, track with the terms of scheduled underlying insurance and not be broader for these exposures; and 3. Indicates the meaning of the term <i>loading or unloading</i> to ensure that it is interpreted the same as the definition of that term in standard CGL coverage forms typically used for scheduled underlying CGL insurance.
Amendment Of Damage To Property Exclusion	UM 04 85 07 08	None.	End/UM/O	R	<p>This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to clarify that it is not the intent of the Umbrella to drop down over low sublimit [e.g., \$100,000] in the scheduled underlying CGL coverage (or to apply at all) for "property damage", even if other than by fire, to premises rented to the named insured for a period of one week or less, including the contents of such premises, which is technically a property-type coverage where increased Limits are handled either in the CGL or the appropriate Property/Inland Marine coverage.</p>

Amendment Of Damage To Your Work Exclusion	UM 04 86 07 08	None.	End/UM/O	R	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to revise the Damage To Your Work Exclusion to require that the exception for work performed on the insured's behalf by a subcontractor only applies if the PD would have been covered by scheduled underlying CGL insurance, but for the exhaustion of its limits of liability. This ensures that the Umbrella will, subject to its other provisions, track with the terms of scheduled underlying insurance and not be broader for this exposure.
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Amendment Of Maintenance Of Underlying Insurance Condition	UM 04 87 07 08	None.	End/UM/O	R	See Below.
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This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to revise the Maintenance Of Underlying Insurance condition to:

1. Expressly require that a renewal or replacement of scheduled underlying insurance (during the policy period) must be at least the same scope of coverage;
2. Permit reduction of aggregate limits of scheduled underlying insurance by payments of medical expenses incurred for BI caused by an accident during the term of the Umbrella insurance [for example, under Coverage C – Medical payments of the standard CGL coverage forms typically used for scheduled underlying CGL insurance];
3. Permit reduction of aggregate limits of scheduled underlying CGL insurance issued by us, or any of our affiliated insurance companies, by payments of pollution costs to which any endorsement in that insurance that provides limited pollution coverage applies; and
4. Expressly prohibit reduction of aggregate limits of scheduled underlying insurance by payments of BI, PD, PI or AI outside scope of umbrella coverage, except for:
 - BI, PD, PI or AI to which any scheduled underlying CGL insurance issued by us, or any of our affiliated insurance companies, applies; and
 - PD that is subject to the Damage To Premises Rented To You Limit in the scheduled underlying CGL insurance and that occurs during the term of the Umbrella insurance.

Waiver Of Our Right To Recover From Others	UM 04 88 07 08	None.	End/UM/O	C	<p>This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to clarify that, before a loss occurs, we waive subrogation rights (contained in the OUR RIGHT TO RECOVER FROM OTHERS Condition in the Umbrella policy), against any persons or organizations for whom the insured has agreed to waive its rights of recovery for payments we make for losses occurring (as described in the endorsement) subsequent to the execution of the contract or agreement.</p> <p>This endorsement is broad in that it applies to oral contracts or agreements, not just written ones, and to such waivers by all insureds, not just waivers by the named insured ("you")</p>
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Amendment Of Pollution Exclusion – Pollution Not Related To Autos	UM 04 89 07 08	None.	End/UM/O	R	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to replace the Umbrella Pollution exclusion with an exclusion for Pollution Not Related To Autos, which tracks the scope of the exclusionary provisions in the Pollution and Pollution-Related exclusions in scheduled underlying CGL insurance issued by us when endorsed with one of our proprietary CGL pollution coverage endorsements currently approved for use in your jurisdiction. This endorsement is used, in lieu of UM 04 83 07 08, when the Umbrella will not provide any of the broadened pollution coverage provided by such CGL endorsement. The exclusion has an exception for BI, PD or covered pollution cost or expense to which an exception in the Pollution Related To Autos exclusion (which is added by a separate endorsement) applies. This ensures that this exclusion will not apply to auto-related BI, PD or covered pollution cost or expense intended to be covered by the Umbrella when it provides excess Auto Liability coverage.
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Auto Liability Exclusion – Limiting Following Form	UM 04 90 07 08	None.	End/UM/O	R	See Below.
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This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to add an Auto exclusion, which tracks the scope of the exclusionary provisions of the Auto exclusion in standard CGL coverage forms typically used for scheduled underlying CGL insurance. The exclusion has limited following-form exceptions for the following:

1. BI or PD that would have been covered by scheduled underlying CGL insurance, but for the exhaustion of its limits of liability. This ensures that, for the excess CGL coverage provided by the Umbrella, this exclusion will not apply to the losses not excluded by the Auto exclusion in the scheduled underlying CGL insurance (e.g., when an exception to that CGL exclusion applies.); and
2. BI or PD that would have been covered by scheduled underlying Auto Liability insurance, but for the exhaustion of its limits of liability, as long as the full scheduled amount of such insurance applies to the accident. This ensures that the excess Auto Liability coverage provided by the Umbrella will, subject to its other provisions, track with the terms of scheduled underlying Auto Liability insurance and not be broader.

Auto Liability Exclusion	UM 04 91 07 08	None.	End/UM/O	R	<p>This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to add an Auto exclusion, which tracks the scope of the exclusionary provisions of the Auto exclusion in standard CGL coverage forms typically used for scheduled underlying CGL insurance. The exclusion has a limited following-form exception for BI or PD that would have been covered by scheduled underlying CGL insurance, but for the exhaustion of its limits of liability. This ensures that, for the excess CGL coverage provided by the Umbrella, this exclusion will not apply to the losses not excluded by the Auto exclusion in the scheduled underlying CGL insurance (e.g., when an exception to that CGL exclusion applies.). This endorsement is used, in lieu of UM 04 90 07 08, when the Umbrella will not provide any excess Auto Liability coverage (i.e., when there is no scheduled underlying Auto Liability policy).</p>
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Pollution Exclusion – Pollution Related To Autos	UM 04 92 07 08	None.	End/UM/O	R	<p>This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to add an exclusion for Pollution Related To Autos, which tracks the scope of the exclusionary provisions in the Pollution exclusion in the scheduled underlying Auto Liability insurance. The exclusion has an exception for BI or PD that would have been covered by scheduled underlying CGL insurance, but for the exhaustion of its limits of liability. This ensures that this exclusion will not apply to non-auto-related BI or PD that is not excluded by the Pollution Not Related To Autos exclusion (which is added by a separate endorsement). This endorsement is used when the Umbrella will not provide any broadened pollution coverage provided by endorsement (e.g., Pollution Liability – Broadened Coverage For Covered Autos – CA9948) to the scheduled underlying Auto Liability insurance.</p>
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Pollution Exclusion – Pollution Related To Autos – Limited Following Form	UM 04 93 07 08	None.	End/UM/O	R	See Below.
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This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to add an exclusion for Pollution Related To Autos, which tracks the scope of the exclusionary provisions in the Pollution exclusion in the scheduled underlying Auto Liability insurance. The exclusion has limited following-form exceptions for the following:

1. BI, PD or covered pollution cost or expense that would have been covered by scheduled underlying Auto Liability insurance, but for the exhaustion of its limits of liability. This ensures that this exclusion will not apply to auto-related BI, PD or covered pollution cost or expense intended to be covered by the Umbrella when it provides excess Auto Liability coverage that is intended to include the broadened pollution coverage provided by endorsement (e.g., Pollution Liability – Broadened Coverage For Covered Autos – CA9948) to the scheduled underlying Auto Liability insurance. This endorsement is used, in lieu of UM 04 92 07 08, in that context; and
2. BI or PD that would have been covered by scheduled underlying CGL insurance, but for the exhaustion of its limits of liability. This ensures that this exclusion will not apply to non-auto-related BI or PD that is not excluded by the Pollution Not Related To Autos exclusion (which is added by a separate endorsement).

Prior Personal Injury And Advertising Injury Liability Coverage - Technology	UM 04 94 07 08	None.	End/UM/O	B	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to provide coverage for certain PI and AI (described in the endorsement) caused by an “offense” committed before the policy period and during the “described prior time period” specified in the endorsement. This endorsement, which provides what is often referred to as “nose coverage”, is used when the expiring policy provided this PI and AI coverage on a claims-made basis. This “nose coverage” addresses the coverage gap that can result from replacing the prior claims-made coverage with UM 01 11 03, which applies on an “occurrence” basis, for claims for such prior PI/AI that are not made until after that claims-made policy expires. This endorsement tracks with our proprietary CGL endorsement currently being filed in your jurisdiction.
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Foreign Liability Exclusion – Limited Following Form	UM 04 95 07 08	None.	End/UM/O	R	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to add a Foreign Liability Exclusion with a limited following-form exception for BI, PD, PI or AI that would have been by covered by scheduled underlying insurance, but for the exhaustion of its limits of liability. This ensures that when an endorsement restricting the international coverage territory, or adding restrictions for international losses, is added to the scheduled underlying insurance, the Umbrella will, subject to its other provisions, track with the terms of such scheduled underlying insurance and not be broader for such international exposures.
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Exclusion – Products- Completed Operations Hazard – Medical And Biotechnology	UM 04 96 07 08	None.	End/UM/O	R	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to add an exclusion for all BI or PD included in the “products-completed operations hazard.” This endorsement replaces the definitions of “products-completed operations hazard,” “your product” and “your work” to clarify that all BI and PD arising out of the named insured’s medical or biotechnology products, or the testing or use of those products in a “clinical trial,” is included in the “products-completed operations hazard” and is subject to the exclusion. Definitions of “clinical trial,” “your biotechnology product” and “your medical product” are also added. This endorsement tracks with our proprietary CGL endorsement currently being filed in your jurisdiction.
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Amendment Of Coverage – Products-Completed Operations Hazard – Medical And Biotechnology	UM 04 97 07 08	None.	End/UM/O	C	Companies involved in the development, manufacture, distribution or servicing of medical or biotechnology products may have unique exposures respective to their products or work, including the testing or use of their products in a clinical trial, or the rental, lease or loan of such products to others. This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to replace the definitions of “products-completed operations hazard,” “your product” and “your work” to clarify that all BI and PD arising out of the named insured’s medical or biotechnology products, or the testing or use of those products in a “clinical trial,” is included in the “products-completed operations hazard” and is subject to the Products-Completed Operations Aggregate Limit. Definitions of “clinical trial,” “your biotechnology product” and “your medical product” are also added. This endorsement tracks with our proprietary CGL endorsement currently being filed in your jurisdiction.
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Exclusion – Medical Or Biotechnology Products Being Tested In A Human Clinical Trial	UM 04 98 07 08	None.	End/UM/O	R	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to add an exclusion for BI arising out of the named insured’s medical or biotechnology products being tested in a “clinical trial” that uses human subjects. This endorsement provides an underwriting option if (1) the insured has separate coverage for human clinical trials or (2) we do not wish to cover the insured’s human clinical trials. This endorsement tracks with our proprietary CGL endorsement currently being filed in your jurisdiction.
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Exclusion – Unapproved Medical Or Biotechnology Products	UM 04 99 07 08	None.	End/UM/O	R	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to add an exclusion for BI or PD arising out of the named insured's medical or biotechnology products for which the named insured has not received the required regulatory agency approval or authorization for commercial distribution or clinical usage, if the BI or PD arises out of such products involved in such distribution or usage. This endorsement provides an underwriting option if (1) the insured has separate coverage for the unapproved products or (2) we do not wish to cover the product because it has not been approved for commercial distribution or clinical usage. This endorsement tracks with our proprietary CGL endorsement currently being filed in your jurisdiction.
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Excess CyberFirst Liability Coverage – Defense Expenses Are Within Limits Of Liability	UM 05 00 07 08	None.	End/UM/O	B	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to provide excess CyberFirst liability coverage on a following-form basis over our proprietary CyberFirst liability coverage forms currently being filed in your jurisdiction. Coverage is provided on a claims-made-and-reported basis and defense expenses are within the limits of liability. The Products-Completed Operations Aggregate Limit in UM 00 01 11 03 applies to the excess CyberFirst liability coverage provided by this endorsement.
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Professional Health Care Services Exclusion – Limited Following Form	UM 05 01 07 08	None.	End/UM/O	R	This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to add an exclusion for BI, PD, PI or AI arising out of providing or failing to provide professional health care services, with an exception for BI or PD that would have been covered by scheduled underlying CGL insurance, but for the exhaustion of its limits of liability. This ensures that the Umbrella will, subject to its other provisions, track with the terms of scheduled underlying CGL insurance and not be broader for this exposure. This endorsement tracks with our proprietary CGL endorsement currently being filed in your jurisdiction.
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Amendment Of Maintenance Of Underlying Insurance Condition – For Employers Liability Underlying Insurance With Non-Concurrent Policy Period	UM 05 02 07 08	None.	End/UM/O	R	See Below.
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This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to revise the Maintenance Of Underlying Insurance condition to:

1. Expressly require that a renewal or replacement of scheduled underlying insurance (during the policy period) must be at least the same scope of coverage;
2. Permit reduction of aggregate limits of scheduled underlying insurance by payments of medical expenses incurred for BI caused by an accident during the term of the Umbrella insurance [for example, under Coverage C – Medical payments of the standard CGL coverage forms typically used for scheduled underlying CGL insurance];
3. Permit reduction of aggregate limits of scheduled underlying CGL insurance issued by us, or any of our affiliated insurance companies, by payments of pollution costs to which any endorsement in that insurance that provides limited pollution coverage applies; and
4. Expressly prohibit reduction of aggregate limits of scheduled underlying insurance by payments of BI, PD, PI or AI outside scope of umbrella coverage, except for:
 - BI,PD, PI or AI to which any scheduled underlying CGL insurance issued by us, or any of our affiliated insurance companies, applies;
 - PD that is subject to the Damage To Premises Rented To You Limit in the scheduled underlying CGL insurance and that occurs during the term of the Umbrella insurance; and
 - BI to which any scheduled underlying Employers Liability insurance applies. This endorsement differs from UM 04 87 07 08 by including this additional provision and is used when scheduled underlying Employers Liability insurance has a policy period that differs from the term of the Umbrella insurance.

Exclusion – Products-Completed Operations Hazard – Limited Following Form – Medical And Biotechnology	UM 05 03 07 08	None.	End/UM/O	R	See Below.
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This new endorsement modifies our Commercial Excess Liability (Umbrella) Insurance Form (UM 00 01 11 03) to add an exclusion for all BI or PD included in the “products-completed operations hazard.” This endorsement replaces the definitions of “products-completed operations hazard,” “your product” and “your work” to clarify that all BI and PD arising out of the named insured’s medical or biotechnology products, or the testing or use of those products in a “clinical trial,” is included in the “products-completed operations hazard” and is subject to the exclusion. Definitions of “clinical trial,” “your biotechnology product” and “your medical product” are also added. The exclusion has an exception for BI or PD that would have been covered by scheduled underlying CGL insurance, but for the exhaustion of its limits of liability. This ensures that the Umbrella will, subject to its other provisions, track with the terms of scheduled underlying CGL insurance and not be broader for this exposure.

Limitation When Two Or More Policies Apply To The Same Claim or Suit	UM 05 04 07 08	None.	End/UM/O	R	See Below.
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Some insureds may require that separate Umbrella policies be issued for different locations or operations or for a related organization or person. Under these circumstances, we and the insured do not intend both policies to apply to any one claim or suit, and therefore, do not intend more than one limit of liability to apply to the same claim or suit. In the event that both policies could apply to the same claim or suit, this endorsement provides that the highest of the applicable limits under those policies applies. This endorsement does not apply to insurance bought specifically to apply in excess of this Umbrella policy containing this endorsement, nor does it apply to any scheduled underlying insurance.

*Type of Form Legend:

- ADV** = Advertising
- ABE** = Application/Binder/Enrollment
- BND** = Bond
- CNR** = Canc/NonRen Notice
- CER** = Certificate
- DEC** = Declarations/Schedule
- DSC** = Disclosure/Notice
- ERS** = Election/Rejection/Supplemental Applications
- END** = Endorsement/Amendment/Conditions
- OTH** = Other
- PCF** = Policy/Coverage Form



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October 3, 2008

Commissioner Julie Benafield Bowman
Commissioner of Insurance
State of Arkansas
1200 West Third Street
3rd and Cross
Little Rock, AR 72201-1904

Dear Commissioner Bowman:

On April 1, 2004, the merger of The St. Paul Companies, Inc. (St. Paul) and Travelers Property Casualty Corp. (Travelers) created the second largest commercial property-casualty company in the country. We now provide insurance and associated services to well over one million commercial businesses.

This letter serves to inform you of our plans to transfer certain commercial lines of business written through St. Paul Fire and Marine Insurance Company and its affiliates to The Travelers Indemnity Company and its affiliates. The Travelers personal lines of business will not be impacted by this change.

Consistent with our branding change to Travelers in 2006 and the return of our symbolic red umbrella and name change to The Travelers Companies, Inc. in 2007, we are in the process of establishing a more consistent and simplified environment for our insureds and agents. Our goal is to provide greater consistency in our product language which in turn will further enhance all aspects of the customer experience.

Beginning in August 2009, insurance policies identified in the attached exhibits that were previously written on St. Paul policy forms will now be written on Travelers policy forms, upon the expiration of St. Paul policies. For your information, the enclosed exhibit illustrates the St. Paul written premiums and market share for the applicable lines of business in your state. Similar transfers will take place in the coming months, with our aim of doing so without disrupting our markets. We will notify you regarding these transfers through the normal filing process.

It is our intention to offer a Travelers policy at substantially similar coverage and price to existing St. Paul policyholders, exceptions include those policyholders previously identified for non-renewal on the basis of loss and other underwriting information and those insureds identified for non-renewal on the basis of the normal renewal underwriting process. Proper notice of non-renewal will be provided, in accordance with the requirements of your state.

With our plan to facilitate a smooth transition and retain as much business as possible, we fully expect this transition to proceed as smoothly as our previous initiatives.

Please feel free to call me at your convenience, if you have any questions.

Sincerely,

Carol Letendre
Regulatory Manager
CL/ns
Enclosures

**Technology Gross Written Premium
Exhibit
Arkansas**

Line of Insurance	
Auto	\$142,597
E&O	\$155,232
GL	\$48,546
Property	\$42,448
Umbrella/Excess	\$5,760
Total	\$394,583
Percent of Market Share	0%

Filing Memorandum
Technology Commercial Umbrella Excess Liability
(Filing Number 2008-08-0030)

As stated in the enclosed cover letter, it is our intent to transfer certain commercial lines of business written through St. Paul Fire and Marine Insurance Company and its affiliates to The Travelers Indemnity Company and its affiliates. This filing consists of the material necessary to move our portfolio of Technology products into the Travelers entities.

The following identifies and explains the material contained within this filing.

Forms

Beginning in August 2009 insurance policies in the Technology market that were previously written on St. Paul policy forms will now be written on Travelers policy forms, upon the expiration of St. Paul policies.

We will utilize our portfolio of Travelers forms that consists of forms filed on our behalf by ISO, as well as Travelers proprietary forms which are designed to be compatible with ISO. As we move business, we have identified certain forms that are currently approved in the St. Paul entities for which there is no similar Travelers form. This filing consists of those newly developed forms, which when used in conjunction with our portfolio of existing Travelers forms, will enable us to provide substantially similar coverage to our existing St. Paul policyholders.

Please refer to the enclosed forms transmittal supplement for identification and explanation of each of the forms included in this submission. These forms have been converted from the Plain-English language and format used in the St. Paul entities to the ISO based language and format used in the Travelers entities, providing for consistency in our product language.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PRIOR PERSONAL INJURY AND
ADVERTISING INJURY LIABILITY COVERAGE – TECHNOLOGY**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE**SCHEDULE**

Described Prior Time Period Beginning Date: / /

PROVISIONS

1. The following is added to Paragraph 1.a. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and **COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY**:

This insurance also applies to “personal injury” caused by an “offense”:

- (1) Described in Paragraph a.(4) or a.(5) of the definition of “personal injury”; and
- (2) Committed during the “described prior time period”, anywhere in the world;

but only if, prior to the policy period, no “described authorized person” knew about such “personal injury” or any other “personal injury” caused by such “offense”.

A “described authorized person” will be deemed to know about such “personal injury” or any other “personal injury” caused by such “offense” at the earliest time when that “described authorized person”:

- (1) Reports all, or any part, of such "personal injury", or any other “personal injury” caused by such “offense”, to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of such "personal injury" or any other “personal injury” caused by such “offense”; or
- (3) Becomes aware by any other means of such "personal injury" or any other “personal injury” caused by such “offense”.

2. The following is added to Paragraph 1.a. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and **COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY**:

This insurance also applies to “advertising injury” caused by an “offense”:

- (1) Described in Paragraph a.(1) or a.(2) of the definition of “advertising injury”; and
- (2) Committed in the “coverage territory” during the “described prior time period”;

but only if, prior to the policy period, no “described authorized person” knew about such “advertising injury” or any other “advertising injury” caused by such “offense”.

A “described authorized person” will be deemed to know about such “advertising injury” or any other “advertising injury” caused by such “offense” at the earliest time when that “described authorized person”:

- (1) Reports all, or any part, of such “advertising injury”, or any other “advertising injury” caused by such “offense”, to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of such “advertising injury” or any other “advertising injury” caused by such “offense”; or
- (3) Becomes aware by any other means of such "personal injury" or any other “personal injury” caused by such “offense”.

3. The following is added to Exclusion **h.(3), Material Published Or Used Prior To Policy Period**, in Paragraph 3. of **SECTION I – COVERAGES – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; and COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY.:**

This exclusion does not apply to “personal injury” or “advertising injury” arising out of oral or written publication, including publication by electronic means, of material whose first publication took place during the “described prior time period”.

4. The following is added to the last paragraph of **SECTION III – LIMITS OF INSURANCE.:**

The limits of this insurance do not apply separately to the “described prior time period”. The “described prior time period” will be deemed part of the policy period for purposes of determining the limits of this insurance.

5. The following is added to **SECTION V – DEFINITIONS.:**

“Described authorized person” means:

- a. You, if you are an individual; or
- b. Any person while he or she is:
 - (1) Your spouse, if you are an individual;
 - (2) Your partner or member, or his or her spouse, if you are a partnership or joint venture;
 - (3) Your manager or member, if you are a limited liability company;
 - (4) Your director or executive officer, if you are an organization other than a partnership, joint venture, or limited liability company;
 - (5) Your trustee, if you are a trust; or
 - (6) Your risk manager, or any leader of your legal, finance, risk management or other department that is responsible for insurance matters.

“Described prior time period” means the period of time that:

- a. Begins on the Described Prior Time Period Beginning Date shown in the Schedule at 12:01 a.m. standard time at your mailing address shown in Declarations; and
- b. Ends when the policy period shown in the Declarations begins.