

SERFF Tracking Number: TRVD-125838032 State: Arkansas
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2008-09-0091
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Misc - GL Filing / Not For Profit
Project Name/Number: Misc - GL Filing / Not For Profit/2008-09-0091

Filing at a Glance

Companies: NIPPONKOA Insurance Company Ltd.,(U.S.Branch), The Charter Oak Fire Insurance Company, The Phoenix Insurance Company, The Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company Of Connecticut, Travelers Property Casualty Company of America

Product Name: Misc - GL Filing / Not For Profit SERFF Tr Num: TRVD-125838032 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 2008-09-0091 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts

Authors: Margaret Salsbury, Tia Slivinsky Disposition Date: 10/17/2008

Date Submitted: 10/07/2008 Disposition Status: Approved

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

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

State Filing Description:

General Information

Project Name: Misc - GL Filing / Not For Profit

Project Number: 2008-09-0091

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 10/17/2008

State Status Changed: 10/17/2008

Corresponding Filing Tracking Number: N/A

Filing Description:

Status of Filing in Domicile: Authorized

Domicile Status Comments: Authorized in CT,
Pending in NY

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

In compliance with the insurance laws and regulations in your state, our companies respectfully submit the attached Commercial General Liability filing for your review and consideration.

SERFF Tracking Number: TRVD-125838032 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2008-09-0091
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Misc - GL Filing / Not For Profit
 Project Name/Number: Misc - GL Filing / Not For Profit/2008-09-0091

With this filing, we are submitting four new and one revised optional endorsement for use with our General Liability portfolio. We feel these additional coverage options enable us to remain competitive while meeting the ever-changing needs of existing and potential customers in the marketplace. For a detailed description of the forms contained in this filing, please refer to the enclosed form transmittal supplements.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Company and Contact

Filing Contact Information

Margaret Salisbury, Senior Regulatory Analyst MSALSBUR@travelers.com
 One Tower Square (860) 277-6470 [Phone]
 Hartford, CT 06183 (860) 277-9730[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 Charter Oak Fire Insurance Company CoCode: 25615 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: 06-0291290

The Phoenix Insurance Company CoCode: 25623 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: 06-0303275

The Travelers Indemnity Company CoCode: 25658 State of Domicile: Connecticut

SERFF Tracking Number: TRVD-125838032 State: Arkansas
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2008-09-0091
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Misc - GL Filing / Not For Profit
Project Name/Number: Misc - GL Filing / Not For Profit/2008-09-0091

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

The Travelers Indemnity Company of America CoCode: 25666 State of Domicile: Connecticut
One Tower Square Group Code: 3548 Company Type:
Hartford, CT 01683 Group Name: State ID Number:
(860) 277-6470 ext. [Phone] FEIN Number: 58-6020487

The Travelers Indemnity Company Of CoCode: 25682 State of Domicile: Connecticut
Connecticut
One Tower Square Group Code: 3548 Company Type:
Hartford, CT 06183 Group Name: State ID Number:
(860) 277-6470 ext. [Phone] FEIN Number: 06-0336212

Travelers Property Casualty Company of CoCode: 25674 State of Domicile: Connecticut
America
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

SERFF Tracking Number: TRVD-125838032 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2008-09-0091
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Misc - GL Filing / Not For Profit
 Project Name/Number: Misc - GL Filing / Not For Profit/2008-09-0091

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
NIPPONKOA Insurance Company Ltd.,(U.S.Branch)	\$0.00	10/07/2008	
The Charter Oak Fire Insurance Company	\$0.00	10/07/2008	
The Phoenix Insurance Company	\$0.00	10/07/2008	
The Travelers Indemnity Company	\$50.00	10/07/2008	22999993
The Travelers Indemnity Company of America	\$0.00	10/07/2008	
The Travelers Indemnity Company Of Connecticut	\$0.00	10/07/2008	
Travelers Property Casualty Company of America	\$0.00	10/07/2008	

SERFF Tracking Number: TRVD-125838032 State: Arkansas
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2008-09-0091
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Misc - GL Filing / Not For Profit
Project Name/Number: Misc - GL Filing / Not For Profit/2008-09-0091

Correspondence Summary

Dispositions

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

SERFF Tracking Number: TRVD-125838032 State: Arkansas
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2008-09-0091
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Misc - GL Filing / Not For Profit
Project Name/Number: Misc - GL Filing / Not For Profit/2008-09-0091

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

SERFF Tracking Number: TRVD-125838032 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2008-09-0091
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Misc - GL Filing / Not For Profit
 Project Name/Number: Misc - GL Filing / Not For Profit/2008-09-0091

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty		Yes
Supporting Document	Transmittal Supplements		Yes
Form	Amendment – Who Is An Insured – Partnerships, Joint Ventures and Limited Liability Companies		Yes
Form	Amendment of Exclusions – Liability For Loading or Unloading of Buildings, Structures, Machinery or Equipment Onto Or From Watercraft Not Owned By The Insured		Yes
Form	Exclusion – Hazardous Activities		Yes
Form	Not-For-Profit Entity Amendatory Endorsement		Yes
Form	Exclusion – Real Estate Agents or Brokers Errors or Omission		Yes
Form	Arkansas Changes Definition of Pollutants		Yes

SERFF Tracking Number: TRVD-125838032 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2008-09-0091
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Misc - GL Filing / Not For Profit
 Project Name/Number: Misc - GL Filing / Not For Profit/2008-09-0091

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	Amendment – Who Is An Insured – Partnerships, Joint Ventures and Limited Liability Companies	CG D1 29 09 08	29 09-2008	Endorseme Replaced nt/Amendm ent/Condit ions	Replaced Form #:0.00 CG D1 29 06 06 Previous Filing #: 2007-01-0045		FORM - CG D1 29 09 08 .pdf
	Amendment of Exclusions – Liability For Loading or Unloading of Buildings, Structures, Machinery or Equipment Onto Or From Watercraft Not Owned By The Insured	CG D3 84 08 08	08-2008	Endorseme New nt/Amendm ent/Condit ions		0.00	FORM - CG D3 84 08 08.pdf
	Exclusion – Hazardous Activities	CG D4 07 04 08	04-2008	Endorseme New nt/Amendm ent/Condit ions		0.00	FORM - CG D4 07 04 08 -.pdf
	Not-For-Profit Entity Amendatory Endorsement	CG D4 43 07 08	07-2008	Endorseme New nt/Amendm ent/Condit ions		0.00	FORM - CG D4 43 07 08.pdf
	Exclusion – Real Estate Agents or Brokers Errors or	CG D4 54 08 08	08-2008	Endorseme New nt/Amendm ent/Condit ions		0.00	FORM - CG D4 54 08 08.pdf

SERFF Tracking Number: TRVD-125838032 State: Arkansas
 First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
 Ltd.,(U.S.Branch), ...
 Company Tracking Number: 2008-09-0091
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Misc - GL Filing / Not For Profit
 Project Name/Number: Misc - GL Filing / Not For Profit/2008-09-0091

Omission		ons		
Arkansas	CG F4 27 09-2008	Endorseme Replaced	Replaced Form #:	FORM - CG
Changes	09 08	nt/Amendm	CG F4 27 05 06	F4 27 09 08
Definition of		ent/Condi	Previous Filing #:	-
Pollutants		ons	2007-01-0045	ARKANSAS. pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**AMENDMENT – WHO IS AN INSURED – PARTNERSHIPS, JOINT VENTURES AND LIMITED LIABILITY COMPANIES**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

SECTION II – WHO IS AN INSURED is amended as follows:

(1) **4.a.** is eliminated and replaced by the following:

- (a) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier unless reported in writing to us within 180 days.

(2) The last paragraph is eliminated and replaced by paragraphs **5.** and **6.** as follows:

- 5.** If you are a partner or member of any partnership, joint venture or limited liability company not shown as a Named Insured in the Declarations, you are an insured. However, such partnerships or other partner thereof or joint ventures or limited liability companies or members thereof are not insureds, except as may be provided under paragraph **6.** below.

The insurance provided under this paragraph **5.** shall be excess over any other insurance, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

6. Any partnership, joint venture or limited liability company shall be a Named Insured if:

- (a) You are a 50% or more ownership partner or member thereof; and
- (b) You have agreed in writing before loss to provide insurance for the partnership, joint venture or limited liability company; and
- (c) You have reported to us in writing within one hundred eighty (180) days of the execution of such agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF EXCLUSIONS – LIABILITY FOR LOADING OR UNLOADING OF BUILDINGS, STRUCTURES, MACHINERY OR EQUIPMENT ONTO OR FROM WATERCRAFT NOT OWNED BY THE INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion does not apply to “bodily injury” or “property damage” caused by the “loading or unloading” of buildings, structures, machinery or equipment onto or from watercraft not owned by the insured, but only while that watercraft is being used for the sole purpose of transporting such buildings, structures, machinery or equipment to their final or intermediate destination.

This exception does not apply to:

- i. “Property damage” to the buildings, structures, machinery or equipment being “loaded or unloaded”;
- ii. “Bodily injury” or “property damage” that occurs after the buildings, structures, machinery or equipment have been loaded onto the watercraft; and
- iii. “Bodily injury” or “property damage” that occurs after the buildings, structures, machinery or equipment have been unloaded from the watercraft.

2. The following is added to Exclusion **j.**, **Damage To Property** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to “property damage” to “mobile equipment” not owned by the insured while being used in the “loading or unloading” of buildings, structures, machinery or equipment onto or from watercraft not owned by the insured.

3. The following is added to the definition of “loading or unloading” in the **DEFINITIONS** Section:

However, when the property is a building, structure, machinery or equipment being loaded onto or from a watercraft not owned by the insured, then “loading or unloading” does include the movement of such building, structure, machinery or equipment by means of a mechanical device, including “mobile equipment”, whether or not attached to the watercraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—HAZARDOUS ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
Hazardous Activities
“Bodily injury” or “property damage” arising out of:
 - (1) Fireworks, pyrotechnical devices, concussion effect, smoke pot, flash pot or similar devices;
 - (2) Mechanically operated amusement devices;
 - (3) Rodeos; or
 - (4) Aircraft, including balloons, tethered balloons, parachuting, and land-based parachuting.
2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
Hazardous Activities
“Personal injury” or “advertising injury” arising out of:
 - (1) Fireworks, pyrotechnical devices, concussion effect, smoke pot, flash pot or similar devices;
 - (2) Mechanically operated amusement devices;
 - (3) Rodeos; or
 - (4) Aircraft, including balloons, tethered balloons, parachuting, and land-based parachuting.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOT-FOR-PROFIT ENTITY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Not-For-Profit Invitee Property Damage Legal Liability B. Special Event Premium Rating C. Special Event Designated Products D. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion E. Who Is An Insured—Your Liability For Your Conduct Of Unnamed Partnership Or Joint Venture—(Excess Basis) F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> G. Blanket Additional Insured – States Or Political Subdivisions – Permits Relating To Premises H. Blanket Additional Insured – States Or Political Subdivisions – Permits Relating To Operations I. Blanket Additional Insured – Persons Or Organizations Where Required By Written Contract Or Agreement |
|---|---|

PROVISIONS

A. NOT-FOR-PROFIT INVITEE PROPERTY DAMAGE LEGAL LIABILITY

1. The following is added to Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraph (4) of this exclusion does not apply to “not-for-profit invitee property damage” caused by fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or vandalism or malicious mischief:

- (a) On premises you own or rent or on ways next to premises you own or rent; and
- (b) Because of your operations.

This exception does not apply to “not-for-profit property damage” caused by:

- (i) Rupture, bursting, or operation of any pressure relief device;
- (ii) Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- (iii) Explosion of any steam boiler, steam pipe, steam engine, or steam turbine.

2. The following is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for the sum of all damages because of “not-for-profit property damage” sustained by all “not-for-profit invitees” is \$15,000.

3. The following are added to the **DEFINITIONS** Section:

“Not-for-profit invitee”:

- a. Includes any of your clients, customers, guests, members, patrons, supporters and “volunteer workers”.
- b. Does not include any person who is your “employee”, “temporary worker” or “independent contractor”.

“Not-for-profit invitee property damage” means “property damage” to personal property owned or rented by a “not-for-profit invitee”, other than any of the following property:

- a. Accounts, bills, currency, deeds, money, notes, securities or debt instruments;
- b. Mechanical drawings, blueprints, documents, records, manuscripts or valuable papers; or
- c. Contraband or other property in the course of illegal transportation or trade.

B. SPECIAL EVENT PREMIUM RATING

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

Special Event Premium Rating

- a. The Not-For-Profit Entity Amendatory Endorsement includes the following:
 - (1) All indoor events with less than 1000 attendees and shorter than 24 hours in duration; and
 - (2) All outdoor events with less than 500 attendees and shorter than 24 hours in duration.
- b. The following events will be rated separately for additional premium:
 - (1) Any event that exceeds the attendees or duration described in **a.(1)** or **a.(2)** above;
 - (2) Any parade, fair or carnival; or
 - (3) Any athletic, sporting or motor vehicle event including walks, runs, tournaments, demonstrations, rallies or competitive activities.

C. SPECIAL EVENT DESIGNATED PRODUCTS

1. The following is added to the definition of “products-completed operations hazard” in the **DEFINITIONS** Section:

Includes all “bodily injury” and “property damage” arising out of your “designated products” on premises you own or rent, on premises used by you for a special event related to your business, or on the ways next to any such premises you own or rent, or use for a special event.
2. The following is added to the **DEFINITIONS** Section:

“Designated products” means apparel, buttons, CDs, DVDs, tapes, posters, stickers and other similar products used to promote a special event related to your business.

D. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to Exclusion **a.**, **Knowing Violation Of Rights Of Another**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY**:

This exclusion does not apply to “personal injury” caused by malicious prosecution.

E. WHO IS AN INSURED – YOUR LIABILITY FOR YOUR CONDUCT OF UNNAMED PARTNERSHIP OR JOINT VENTURE (EXCESS BASIS)

1. The following replaces the last paragraph 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, limited liability company or trust that is not shown as a Named Insured in the Declarations. This subparagraph does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations.
2. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available to you for your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

F. BLANKET ADDITIONAL INSURED - MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense committed, after you have signed and executed that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- (1) The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
- (2) Coverage under this provision does not apply to:
 - (a) Any "bodily injury" or "property damage" that occurs, or any "personal injury" or "advertising injury" caused by an offense committed, after such contract or agreement is no longer in effect; or
 - (b) Any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

G. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

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

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

H. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

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

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

Coverage under this provision does not apply to:

1. Any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. Any "bodily injury" or "property damage" included in the "products – completed operations hazard".

I. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

Any person or organization that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

1. Occurs after you have signed and executed that contract or agreement; and

2. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which the written contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The insurance provided to such person or organization where required by written contract or agreement is subject to the following provisions:

- (1) The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less;
- (2) If such insured is an architect, engineer or surveyor, the insurance provided to such insured does not apply to "bodily injury" or "property damage" arising out of such insured's providing or failing to provide any professional services, including:
 - (a) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory or inspection activities performed as part of any related architectural or engineering activities; and
- (3) Coverage under this provision does not apply to:
 - (a) Any person or organization that has been added as an additional insured by attachment of an endorsement under this Coverage Part which names such person or organization in the endorsement's schedule;
 - (b) Any person or organization who distributes or sells "your product" in the regular course of that person's or organization's business; or
 - (c) Any person or organization from whom you have acquired "your product", or any ingredient of, or that contains, "your product".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – REAL ESTATE AGENTS OR BROKERS ERRORS OR OMISSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any misrepresentation, error or omission by you or any real estate agent or broker who is either employed by you or performing work on your behalf in such capacity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – DEFINITION OF POLLUTANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The definition of “pollutants” in the **DEFINITIONS** Section of this Coverage Part or in any endorsement to this Coverage Part is replaced by the following:

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. “Pollutants” includes:

- a.** Petroleum or petroleum derivatives, gasoline, fuels, lubricants, and their respective additives and individual chemical components, including benzene and toluene;
- b.** Chlorinated and halogenated solvents, including tetrachloroethylene (PCE or PERC), trichloroethylene (TCE), trichloroethane (TCA) and vinyl chloride, and their degradation products;
- c.** Coal tar, manufactured gas plant (MGP) byproducts and polynuclear aromatic hydrocarbons (PAHs), phenols and polychlorinated biphenyls (PCBs); and
- d.** Organic and inorganic pesticides, and inorganic contaminants, including arsenic, barium, beryllium, lead, cadmium, chromium and mercury.

This definition of “pollutants” applies regardless of whether:

- 1.** The irritant or contaminant, or the particular form, type or source of the irritant or contaminant, involved in the claim or “suit” is specifically identified or described in this definition, such as waste from manufacturing operations;
- 2.** The irritant or contaminant has or had any function in any of the insured’s business, operations, premises, sites or locations, such as:
 - (i)** PERC for a dry cleaning business; or
 - (ii)** TCE, or any of the other items included as examples of “pollutants” in **b.** above, for degreasing operations;
- 3.** The irritant or contaminant represents a major source of potential liability for the insured, such as gasoline, or any of the other items included as examples of “pollutants” in **a.** above, for a gasoline station; or
- 4.** The insured expects or considers the irritant or contaminant to be a pollutant.

Waste includes materials to be recycled, reconditioned or reclaimed.

SERFF Tracking Number: TRVD-125838032 *State:* Arkansas
First Filing Company: NIPPONKOA Insurance Company *State Tracking Number:* EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2008-09-0091
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: Misc - GL Filing / Not For Profit
Project Name/Number: Misc - GL Filing / Not For Profit/2008-09-0091

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125838032 State: Arkansas
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2008-09-0091
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Misc - GL Filing / Not For Profit
Project Name/Number: Misc - GL Filing / Not For Profit/2008-09-0091

Supporting Document Schedules

Review Status:
Satisfied -Name: Uniform Transmittal Document- 09/30/2008
Property & Casualty

Comments:

Attachment:

AR NAIC Transmittal Doc Forms.pdf

Review Status:
Satisfied -Name: Transmittal Supplements 09/30/2008

Comments:

Attachments:

CG D1 29 09 08 - TRANSMITTAL.pdf
CG D3 84 08 08 - TRANSMITTAL.pdf
CG D4 07 04 08 - TRANSMITTAL.pdf
CG D4 43 07 08 - TRANSMITTAL.pdf
CG D4 54 08 08 - TRANSMITTAL.pdf
CG F4 27 09 08 - TRANSMITTAL - ARKANSAS.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">2. Insurance Department Use only</td> </tr> <tr> <td colspan="2">a. Date the filing is received:</td> </tr> <tr> <td colspan="2">b. Analyst:</td> </tr> <tr> <td colspan="2">c. Disposition:</td> </tr> <tr> <td colspan="2">d. Date of disposition of the filing:</td> </tr> <tr> <td colspan="2">e. Effective date of filing:</td> </tr> <tr> <td style="text-align: center;">New Business</td> <td></td> </tr> <tr> <td style="text-align: center;">Renewal Business</td> <td></td> </tr> <tr> <td colspan="2">f. State Filing #:</td> </tr> <tr> <td colspan="2">g. SERFF Filing #:</td> </tr> <tr> <td>h. Subject Codes</td> <td></td> </tr> </table>	2. Insurance Department Use only		a. Date the filing is received:		b. Analyst:		c. Disposition:		d. Date of disposition of the filing:		e. Effective date of filing:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #:		h. Subject Codes	
2. Insurance Department Use only																							
a. Date the filing is received:																							
b. Analyst:																							
c. Disposition:																							
d. Date of disposition of the filing:																							
e. Effective date of filing:																							
New Business																							
Renewal Business																							
f. State Filing #:																							
g. SERFF Filing #:																							
h. Subject Codes																							

3. Group Name	Group NAIC #
The Travelers Companies Inc.	3548
NIPPONKOA Insurance Company, Ltd (U.S. Branch)	2558

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Travelers Indemnity Company	CT	25658	06-0566050	
The Charter Oak Fire Insurance Company	CT	25615	06-0291290	
The Travelers Indemnity Company of Connecticut	CT	25682	06-0336212	
The Travelers Indemnity Company of America	CT	25666	58-6020487	
The Phoenix Insurance Company	CT	25623	06-0303275	
Travelers Property Casualty Company of America	CT	25674	36-2719165	
NIPPONKOA Insurance Company, Ltd (U.S. Branch)	NY	27073	98-0032627	

5. Company Tracking Number	2008-09-0091
-----------------------------------	---------------------

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Margaret M. Salsbury One Tower Sq. 8 MN Hartford, CT 06183	Senior Regulatory Analyst	(860) 277-6470	(860)277-9730	MSALSBUR@travlers.com
7.	Signature of authorized filer		<i>Margaret M. Salsbury</i>		
8.	Please print name of authorized filer		Margaret M. Salsbury		

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

9. Type of Insurance (TOI)	17.0
10. Sub-Type of Insurance (Sub-TOI)	17.0001
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 12/01/2008 Renewal: 12/01/2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	10/07/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	2008-09-0091
--	---------------------

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
--

In compliance with the insurance laws and regulations in your state, our companies respectfully submit the attached Commercial General Liability filing for your review and consideration.

With this filing, we are submitting four new and one revised optional endorsement for use with our General Liability portfolio. We feel these additional coverage options enable us to remain competitive while meeting the ever-changing needs of existing and potential customers in the marketplace. For a detailed description of the forms contained in this filing, please refer to the enclosed form transmittal supplements.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

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]

Check #: N/A - EFT
Amount: \$50.00

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

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

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 #	2008-09-0091			
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 – Who Is An Insured – Partnerships, Joint Ventures and Limited Liability Companies	CG D1 29 09 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG D1 29 06 06	
02	Amendment of Exclusions – Liability For Loading or Unloading of Buildings, Structures, Machinery or	CG D3 84 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Exclusion – Hazardous Activities	CG D4 07 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Not-For-Profit Entity Amendatory Endorsement	CG D4 43 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Exclusion – Real Estate Agents or Brokers Errors or Omission	CG D4 54 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Arkansas Changes Definition of Pollutants	CG F4 27 09 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CG F4 27 05 06	
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Amendment – Who Is An Insured – Partnerships, Joint Ventures And Limited Liability Companies	CG D1 29 09 08	CG D1 29 06 06	E-GL-O	<p>[B] We are revising form CG D1 29 to specifically identify partnerships, joint ventures and limited liability companies as <u>named</u> insureds, rather than simply <u>insureds</u>, under the three conditions identified under paragraph 6.</p> <p>The attached provides a 3-column side-by-side of the changes and usage of this endorsement. [Strikeouts indicate deletions; underlining indicates new wording/changes on the 09-08 edition in the first column (left) of the attached].</p>

COMMERCIAL GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY	
<p>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.</p> <p>AMENDMENT – WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS</p> <p>This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART</p> <p>PROVISIONS</p> <p>SECTION II – WHO IS AN INSURED is amended as follows:</p> <p>(1) 4.a. is eliminated and replaced by the following:</p> <p>(a) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier unless reported in writing to us within 180 days.</p> <p>(2) The last paragraph is eliminated and replaced by paragraphs 5. and 6. as follows:</p> <p>5. If you are a partner or member of any partnership, joint venture or limited liability company not shown as a Named Insured in the Declarations, you are an insured. However, such partnerships or other partner thereof or joint ventures or limited liability companies or members thereof are not insureds, except as may be provided under paragraph 6. below.</p> <p>The insurance provided under this paragraph 5. shall be excess over any other insurance, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.</p> <p>6. Any partnership, joint venture or limited liability company shall be <u>a Named Insured</u> if:</p> <p>(a) You are a 50% or more ownership partner or member thereof; and</p> <p>(b) You have agreed in writing before loss to provide insurance for the partnership, joint venture or limited liability company; and</p> <p>(c) You have reported to us in writing within one hundred eighty (180) days of the execution of such agreement.</p> <p><small>CG D1 29 06-06-09 08 © 2006, The Travelers Companies, Inc. Page 1 of 1 Includes copyrighted material of Insurance Services Office, Inc., with its permission.</small></p>	<p>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.</p> <p>AMENDMENT – WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS</p> <p>This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART</p> <p>PROVISIONS</p> <p>SECTION II – WHO IS AN INSURED is amended as follows:</p> <p>(1) 4.a. is eliminated and replaced by the following:</p> <p>(a) Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier unless reported in writing to us within 180 days.</p> <p>(2) The last paragraph is eliminated and replaced by paragraphs 5. and 6. as follows:</p> <p>5. If you are a partner or member of any partnership, joint venture or limited liability company not shown as a Named Insured in the Declarations, you are an insured. However, such partnerships or other partner thereof or joint ventures or limited liability companies or members thereof are not insureds, except as may be provided under paragraph 6. below.</p> <p>The insurance provided under this paragraph 5. shall be excess over any other insurance, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.</p> <p>6. Any partnership, joint venture or limited liability company shall be insured if:</p> <p>(a) You are a 50% or more ownership partner or member thereof; and</p> <p>(b) You have agreed in writing before loss to provide insurance for the partnership, joint venture or limited liability company; and</p> <p>(c) You have reported to us in writing within one hundred eighty (180) days of the execution of such agreement.</p> <p><small>CG D1 29 06 06 © 2006, The St. Paul Travelers Companies, Inc. Page 1 of 1 Includes copyrighted material of Insurance Services Office, Inc., with its permission.</small></p>	<p>Changed Part 6. to include such entities as <u>Named Insureds</u>.</p> <p>There are no other changes.</p>

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

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Amendment Of Exclusions – Liability For Loading Or Unloading Of Buildings, Structures, Machinery Or Equipment Onto Or From Watercraft Not Owned By The Insured	CG D3 84 08 08	New	E-GL-O	<p>[B] This endorsement is for accounts that use rented watercraft (barges) to move buildings and other structures or equipment. The standard GL Coverage Form excludes bodily injury (BI) or property damage (PD) arising out of the loading or unloading of watercraft rented to any insured. This form eliminates that coverage gap by creating a limited exception to that exclusion, whether or not the loading or unloading is done by mobile equipment.</p> <p>Our insured performs the loading or unloading, so they are the logical party to bear responsibility for BI or PD that occurs during the loading or unloading process, barring any defect in the seaworthiness or stability of the watercraft. There is no coverage for PD to the property being loaded or unloaded.</p> <p>Paragraph 2. clarifies the intent to cover our insured’s liability for PD to mobile equipment not owned by the insured even if such mobile equipment is considered to be in the insured’s care, custody or control.</p> <p>There is no premium impact. We use proprietary Class Code 91281 with a Rating Base of "gross sales/receipts", in place of ISO Code 91280, which is “payroll” based [Refer to our Filing Number 2006-01-0012]. The additional exposure for the use of, and loading and unloading of, non-owned watercraft already would be reflected in the amount our insureds charge their customers for jobs involving such watercraft.</p>

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</u>	<u>DESCRIPTION OF FORM</u>
Exclusion—Hazardous Activities	CG D4 07 04 08	New Form	E-GL-O	[R] This form is designed for special events that involve the activities described below.

Under this endorsement, the following hazardous activities are excluded:

1. Fireworks, pyrotechnical devices, concussion effect, smoke pot, flash pot or similar devices;
2. Mechanically operated amusement devices;
3. Rodeos; or
4. Aircraft, including balloons, tethered balloons, parachuting, and land-based parachuting.

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

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORMS</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Not For Profit Entity Amendatory Endorsement	CG D4 43 07 08	New Form	E-GL-O	<p>[B] This form is designed for Not For Profit Entities. The XTEND Endorsement provides a “package” of coverage enhancements to the Commercial General Liability Coverage Part. It combines commonly requested coverages into a single form, thus eliminating many separate endorsements, and providing efficiency of operations and processing.</p> <p>A full description of the coverages provided appears below.</p>

GENERAL DESCRIPTION OF COVERAGE: Presents an ‘overview’ by describing, in general terms, all of the enhancements included in the endorsement. Cautions the policyholder to carefully read all the PROVISIONS to determine the exact coverage provided by each enhancement.

A. Not For Profit Invitee Property Damage Legal Liability. This provision provides \$15,000 of coverage for “not for profit invitee property damage” that would ordinarily be excluded under exclusion j.(4).

B. Special Event Premium Rating . This provision indicates that (1) indoor events with less than 1000 attendees and shorter than 24 hours in duration; and (2) outdoor events with less than 500 attendees and shorter than 24 hours in duration, do not develop additional premium. However, the provision indicates that events that exceed the above attendance or durations will be separately rated; along with parades, fairs, carnivals, or athletic, sporting of motor vehicle events.

C. Special Event Designated Products. This provision modifies the “products-completed operations hazard” to include “designated products” that promote special events, such as apparel, buttons, CDs, DVDs, tapes, posters stickers, and other similar products—while still on the premises used by the insured to conduct the special event itself.

D. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion. The standard ISO GL form excludes “personal injury” arising out of a knowing violation of the rights of another person by the insured. This provision broadens the coverage to provide an exception for “personal injury” arising out of allegations of malicious prosecution.

E. Who Is An Insured—Your Liability For Your Conduct Of Unnamed Partnership Or Joint Venture (Excess Basis). This Provision extends coverage to the Named Insured’s liability with respect the conduct of the business of any current or past partnership or joint venture not shown as s Naned Insured in the Declarations.

F. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers. This Provision extends coverage to any person or organization that is a mortgagee, assignee, successor or receiver and that the named insured has agreed in a written contract or agreement to include as an additional insured

- G. Blanket Additional Insured – State Or Political Subdivisions – Permits Relating To Premises.** This provision extends coverage to any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented to or loaned to the insured.
- H. Blanket Additional Insured – States Or Political Subdivisions – Permits Relating To Operations.** This Provision extends coverage to any state or political subdivision that has issued a permit for operations performed by the insured or on their behalf.
- I. Blanket Additional Insured – Persons Or Organizations Where Required By Written Contract Or Agreement.** This Provision extends coverage to any person or organization that the insured agrees to add as an additional insured under a written contract or agreement requiring insurance

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

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Exclusion – Real Estate Agents or Brokers – Errors Or Omissions	CG D4 54 08 08	None	E-GL-O	<p>This new form is intended to exclude “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of errors or omissions of real estate agents or brokers. Such errors or omissions are considered professional exposures and as such are not contemplated within the governing classification or rating for real estate agents.</p> <p>This form is identical in scope and use to ISO form CG 23 01 12 04, exception for the use of the separate terms “personal injury” and “advertising injury” in lieu of the ISO combined term “personal and advertising injury”.</p>

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

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Arkansas Changes – Definition Of Pollutants	CG F4 27 09 08	CG F4 27 05 06	E-GL-M	<p data-bbox="1102 422 2009 487">[C] - We are replacing form CG F4 27 05 06, currently filed and approved in your jurisdiction, with revised form CG F4 27 09 08.</p> <p data-bbox="1102 503 2009 633">In 2006, under Filing Code #2006-07-0029, Travelers filed form CG F4 27 05 06 in response to the decision of the Court of Appeals of Arkansas, Division II in <u>Anderson Gas & Propane, Inc., And Don Anderson v. Westport Insurance Corporation</u> (140 S.W.3rd 504).</p> <p data-bbox="1102 649 2009 747">This endorsement includes a more extensive definition of “pollutants” that incorporates specific materials as examples both in their own right and in illustrations of certain general categories of pollutants.</p> <p data-bbox="1102 763 2009 828">There is no premium impact, as we always have considered the materials included in this more extensive definition to be “pollutants”.</p> <p data-bbox="1102 844 2009 998">This revised CG F4 27 09 08 only adds the Owners And Contractors Protective and the Railroad Protective Liability Coverage Parts to the attachment clause, as they were omitted in our last filing. No changes to the form provisions were done, other than the standard reference to the DEFINITIONS Section.</p> <p data-bbox="1102 1015 2009 1140">The side-by-side comparison on the next page illustrates in detail the changes we have made along with explanations. [Strikeouts indicate deletions; underlining indicates new wording on the 09-08 edition in the left column].</p>

SIDE-BY-SIDE OF REVISED FORM CG F4 27 09 08 TO REPLACED FORM CG F4 27 05 06

New Form CG F4 27 09 08 with Annotated Changes

Form CG F4 27 05 06 being replaced.

Description of Changes

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – DEFINITION OF POLLUTANTS

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART**

PROVISIONS

The definition of “pollutants” in ~~the Section V – DEFINITIONS Section~~ of this Coverage Part or in any endorsement to this Coverage Part is ~~deleted and~~ replaced by the following:

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.
“Pollutants” includes:

- a. Petroleum or petroleum derivatives, gasoline, fuels, lubricants, and their respective additives and individual chemical components, including benzene and toluene;
- b. Chlorinated and halogenated solvents, including tetrachloroethylene (PCE or PERC), trichloroethylene (TCE), trichloroethane (TCA) and vinyl chloride, and their degradation products;
- c. Coal tar, manufactured gas plant (MGP) byproducts and polynuclear aromatic hydrocarbons (PAHs), phenols and polychlorinated biphenyls (PCBs); and
- d. Organic and inorganic pesticides, and inorganic contaminants, including arsenic, barium, beryllium, lead, cadmium, chromium and mercury.

This definition of “pollutants” applies regardless of whether:

- 1. The irritant or contaminant, or the particular form, type or source of the irritant or contaminant, involved in the claim or “suit” is specifically identified or described in this definition, such as waste from manufacturing operations;
- 2. The irritant or contaminant has or had any function in any of the insured’s business, operations, premises, sites or locations, such as:
 - (i) PERC for a dry cleaning business; or
 - (ii) TCE, or any of the other items included as examples of “pollutants” in b. above, for degreasing operations;

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – DEFINITION OF POLLUTANTS

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART**

PROVISIONS

The definition of “pollutants” in Section V – DEFINITIONS of this Coverage Part or in any endorsement to this Coverage Part is deleted and replaced by the following:

“Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.
“Pollutants” includes:

- a. Petroleum or petroleum derivatives, gasoline, fuels, lubricants, and their respective additives and individual chemical components, including benzene and toluene;
- b. Chlorinated and halogenated solvents, including tetrachloroethylene (PCE or PERC), trichloroethylene (TCE), trichloroethane (TCA) and vinyl chloride, and their degradation products;
- c. Coal tar, manufactured gas plant (MGP) byproducts and polynuclear aromatic hydrocarbons (PAHs), phenols and polychlorinated biphenyls (PCBs); and
- d. Organic and inorganic pesticides, and inorganic contaminants, including arsenic, barium, beryllium, lead, cadmium, chromium and mercury.

This definition of “pollutants” applies regardless of whether:

- 1. The irritant or contaminant, or the particular form, type or source of the irritant or contaminant, involved in the claim or “suit” is specifically identified or described in this definition, such as waste from manufacturing operations;
- 2. The irritant or contaminant has or had any function in any of the insured’s business, operations, premises, sites or locations, such as:
 - (i) PERC for a dry cleaning business; or
 - (ii) TCE, or any of the other items included as examples of “pollutants” in b. above, for degreasing operations;

The only changes are the addition of the standard Industry OCP and RRP Coverage Parts and the generic reference to the DEFINITIONS Section using a more current lead-in.

There are no changes to any of the form PROVISIONS for “pollutants”.

SIDE-BY-SIDE OF REVISED FORM CG F4 27 09 08 TO REPLACED FORM CG F4 27 05 06

New Form CG F4 27 09 08 with Annotated Changes

Form CG F4 27 05 06 being replaced.

Description of Changes

3. The irritant or contaminant represents a major source of potential liability for the insured, such as gasoline, or any of the other items included as examples of "pollutants" in a. above, for a gasoline station; or
4. The insured expects or considers the irritant or contaminant to be a pollutant.
- Waste includes materials to be recycled, reconditioned or reclaimed.

3. The irritant or contaminant represents a major source of potential liability for the insured, such as gasoline, or any of the other items included as examples of "pollutants" in a. above, for a gasoline station; or
4. The insured expects or considers the irritant or contaminant to be a pollutant.
- Waste includes materials to be recycled, reconditioned or reclaimed.

No changes to these provisions.

~~CG F4 27 09 08~~ © 2006, The Travelers Companies, Inc. Page 1 of 1
~~CG F4 27 05 06~~ © 2006, The St. Paul Travelers Companies, Inc. Page 1 of 1
 [Continued]
 Includes copyrighted material of Insurance Services Office, Inc., with its permission

CG F4 27 05 06 © 2006, The St. Paul Travelers Companies, Inc. Page 1 of 1
 [Continued]
 Includes copyrighted material of Insurance Services Office, Inc., with its permission