

SERFF Tracking Number:	CNNA-125875450	State:	Arkansas
Filing Company:	The Cincinnati Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	CGL-08-6020-AR		
TOI:	17.0 Other Liability-Occ/Claims Made	Sub-TOI:	17.0000 Other Liability Sub-TOI Combinations
Product Name:	CGL-08-6020-AR		
Project Name/Number:	/		

## Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: CGL-08-6020-AR

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Filing Type: Form

SERFF Tr Num: CNNA-125875450 State: Arkansas

SERFF Status: Closed

Co Tr Num: CGL-08-6020-AR

Co Status:

Author: Sharon Whitaker

Date Submitted: 10/28/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Edith Roberts, Brittany Yielding

Disposition Date: 12/03/2008

Disposition Status: Approved

Effective Date Requested (New): 05/01/2009

Effective Date Requested (Renewal): 05/01/2009

Effective Date (New):

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 12/03/2008

State Status Changed: 11/05/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

At this time, we wish to file new and revised forms per the attached explanatory memorandum.

Final printed copies are attached for your review.

Please be advised that we work on a 90-days-in-advance schedule. As a result, we would appreciate your approval by February 1, 2009 for the software to be mailed to our agents on March 1, 2009 for the effective date of May 1, 2009.

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Your approval is respectfully requested for use on policies effective on or after May 1, 2009.

## Company and Contact

### Filing Contact Information

Sharon Grubbs, Senior Filings Analyst sharon\_grubbs@cinfin.com  
 6200 S. Gilmore Road (513) 870-2091 [Phone]  
 Fairfield, OH 45014

### Filing Company Information

The Cincinnati Insurance Company CoCode: 10677 State of Domicile: Ohio  
 6200 S. Gilmore Road Group Code: 244 Company Type:  
 Fairfield, OH 45014 Group Name: State ID Number:  
 (513) 870-2000 ext. [Phone] FEIN Number: 31-0542366  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$50.00	10/28/2008	23513068

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/03/2008	12/03/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	11/05/2008	11/05/2008	Sharon Whitaker	11/06/2008	11/07/2008

*SERFF Tracking Number:*      *CNNA-125875450*                      *State:*                      *Arkansas*  
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*Product Name:*              *CGL-08-6020-AR*  
*Project Name/Number:*      /

## **Disposition**

Disposition Date: 12/03/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document (revised)	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document (revised)	MEMORANDUM - revised	Approved	Yes
Supporting Document	MEMORANDUM	Approved	Yes
Supporting Document	GA 486 AR 7/96 - For Reference Only	Approved	Yes
Form	EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION CLAIMS-MADE COVERAGE	Approved	Yes
Form	CINCINNATI CONTRACTORS SUPPLEMENT	Approved	Yes
Form	MANUFACTURER'S ERRORS AND OMISSIONS APPLICATION - CLAIMS-MADE	Approved	Yes
Form	MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM - CLAIMS-MADE	Approved	Yes
Form	EXCLUSION - LEAD LIABILITY	Approved	Yes
Form	SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT	Approved	Yes
Form	MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART DECLARATIONS - CLAIMS-MADE	Approved	Yes
Form	MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART ENDORSEMENT - CLAIMS-MADE	Approved	Yes
Form	ARKANSAS CHANGES - MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE	Approved	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 11/05/2008

Submitted Date 11/05/2008

Respond By Date

Dear Sharon Grubbs,

This will acknowledge receipt of the captioned filing.

You will need to submit a copy of the AR Amendatory Endorsement to bring the Extended Reporting Periods into compliance with AR Code Anno 23-79-3-6 (1-6).

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

## Response Letter

Response Letter Status Submitted to State

Response Letter Date 11/06/2008

Submitted Date 11/07/2008

Dear Edith Roberts,

### Comments:

#### Response 1

Comments: Dear Ms. Roberts,

Per your letter dated November 5, 2008, please see responses to your objection letter regarding Extended Reporting Period.

Also attached for your reference is filed and approved amendatory endorsement GA 486 AR 07/96. This endorsement amends the Extended Reporting Period for EPLI.

Thank you,

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 Sharon Whitaker

**Changed Items:**

**Supporting Document Schedule Item Changes**

Satisfied -Name: Uniform Transmittal Document-Property & Casualty  
 Comment: REVISED F778AR  
 Satisfied -Name: MEMORANDUM - revised  
 Comment: REVISED MEMORANDUM  
 Satisfied -Name: GA 486 AR 7/96 - For Reference Only  
 Comment:

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
ARKANSAS CHANGES - MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE	GA 4299 AR	05/09	Endorsement/Amendment/Conditions	New			GA4299A R 05-09.pdf

No Rate/Rule Schedule items changed.

Sincerely,  
Sharon Whitaker

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION CLAIMS-MADE COVERAGE	GA 012	09 08	Policy/Coverage Replaced Form	Replaced Form #:0.00 GA 012 07 07 Previous Filing #:		GA012 09-08.pdf
Approved	CINCINNATI CONTRACTORS SUPPLEMENT	MI-1360	(9/08)	Policy/Coverage Replaced Form	Replaced Form #:0.00 MI-1360 (1/05) Previous Filing #:		MI1360 09-08.pdf
Approved	MANUFACTURE R'S ERRORS AND OMISSIONS APPLICATION - CLAIMS-MADE	GA 024	07 08	Application/ New Binder/Enrollment		0.00	GA024 07-08.pdf
Approved	MANUFACTURE R'S ERRORS AND OMISSIONS COVERAGE FORM - CLAIMS-MADE	GA 121	07 08	Policy/Coverage New Form		0.00	GA121 07-08.pdf
Approved	EXCLUSION - LEAD LIABILITY	GA 3004	07 08	Endorsement/Amendment/Conditions		0.00	GA3004 07-08.pdf
Approved	SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT	GA 4286	07 08	Endorsement/Amendment/Conditions		0.00	GA4286 07-08.pdf
Approved	MANUFACTURE	GA 544	07 08	Declaration New		0.00	GA544

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	R'S ERRORS		s/Schedule		07-08.pdf
	AND				
	OMISSIONS				
	COVERAGE				
	PART				
	DECLARATIONS				
	- CLAIMS-MADE				
Approved	MANUFACTURE GA 544E	07 08	Endorseme New	0.00	GA544E
	R'S ERRORS		nt/Amendm		07-08.pdf
	AND		ent/Condi		
	OMISSIONS		ons		
	COVERAGE				
	PART				
	ENDORSEMENT				
	- CLAIMS-MADE				
Approved	ARKANSAS GA 4299	05/09	Endorseme New		GA4299AR
	CHANGES - AR		nt/Amendm		05-09.pdf
	MANUFACTURE		ent/Condi		
	R'S ERRORS		ons		
	AND				
	OMISSIONS				
	COVERAGE				
	FORM CLAIMS-				
	MADE				



- THE CINCINNATI INSURANCE COMPANY
- THE CINCINNATI CASUALTY COMPANY
- THE CINCINNATI INDEMNITY COMPANY

## EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION CLAIMS-MADE COVERAGE

Effective Date \_\_\_\_\_

Policy Number \_\_\_\_\_

**NOTE: COVERAGE MAY NOT BE BOUND WITHOUT PRIOR APPROVAL**

<b>I. NAME OF APPLICANT &amp; ADDRESS</b>																															
AGENCY:  DATE	AGENCY CODE:																														
<b>II. GENERAL INFORMATION SECTION</b>																															
<p><b>A.</b> Applicant's Operation is:   <input type="checkbox"/> For Profit   <input type="checkbox"/> Not for Profit</p> <p><b>B.</b> Description of operations: _____</p> <p><b>C.</b> Years in business: _____</p> <p><b>D.</b> Are there subsidiary companies?   <input type="checkbox"/> Yes   <input type="checkbox"/> No   If "Yes," attach a list of subsidiary applicants to be covered and include the nature of the business, percentage owned by applicant and date acquired or created.</p> <p><b>E.</b> Total number of full-time employees (including directors and officers) _____ Part-time _____          Total number of employees covered by collective bargaining agreements _____          Total number of employees covered by formal employment contracts _____          If employees under formal contract, attach copies of contracts.          Total number of salaried employees (full &amp; part-time) _____ Hourly employees (full &amp; part-time) _____</p> <p><b>F.</b> Employees located in other states or countries?   <input type="checkbox"/> Yes   <input type="checkbox"/> No          If "Yes," attach list of total number of employees per individual state or country.</p> <p><b>G.</b> Indicate employee turnover for the previous three years:          Number of full-time employees hired _____ No. of voluntary quits _____ No. of involuntary terminations _____          Number of part-time employees hired _____ No. of voluntary quits _____ No. of involuntary terminations _____</p>																															
<b>III. LOSS HISTORY</b>																															
<p><b>A.</b> Attach a list of all employment lawsuits, negotiated settlements, administrative proceedings (e.g., EEOC), union grievances and internal employment practices complaints made against any applicant during the past three years. Describe the type of allegation, the court or agency involved and any determination, judgment, defense cost or settlement for each.  <input type="checkbox"/> Check here if none made during the past three years _____ (applicant's initials)</p> <p><b>B.</b> Are any applicants proposed for coverage aware of any facts or circumstances which: 1) may give rise to a future claim that would fall within the scope of the proposed coverage, or 2) have been given as notice under the provisions of any prior or current Employment Practices Liability Insurance or similar insurance, _____ (yes or no) If "Yes," please attach specific details, _____ (applicant's initials)</p> <p>It is agreed that if such facts or circumstances exist, whether or not disclosed, any claim arising from them is excluded from this proposed coverage.</p>																															
<b>IV. COVERAGE REQUESTED</b>																															
<p><b>A.</b> Limits of Insurance:   <input type="checkbox"/> \$500,000 per Wrongful Act / Aggregate   <input type="checkbox"/> \$750,000 per Wrongful Act/ Aggregate  <input type="checkbox"/> \$1,000,000 per Wrongful Act / Aggregate   <input type="checkbox"/> Other</p> <p><b>B.</b> Deductible Amount:   <input type="checkbox"/> \$2,500   <input type="checkbox"/> \$5,000   <input type="checkbox"/> \$10,000   <input type="checkbox"/> \$25,000   <input type="checkbox"/> \$50,000   <input type="checkbox"/> \$100,000   <input type="checkbox"/> Other</p> <p><b>C.</b> Co-Pay Percent:   <input type="checkbox"/> 0%   <input type="checkbox"/> 5%   <input type="checkbox"/> 10%   <input type="checkbox"/> 15%   <input type="checkbox"/> 20%</p> <p><b>D.</b> Is Punitive Damage Coverage Desired?   <input type="checkbox"/> Yes   <input type="checkbox"/> No</p>																															
<b>V. EMPLOYMENT PRACTICES / PROCEDURES</b>																															
<p><b>A.</b> Do applicants have a Human Resources or Personnel Department?   <input type="checkbox"/> Yes   <input type="checkbox"/> No   If "No," who is responsible for this function and what are that person's qualifications? _____</p> <p><b>B.</b> Applicants:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 5%; text-align: center;">Yes</th> <th style="width: 15%; text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td><b>a.</b> Use legal counsel in:</td> <td></td> <td></td> </tr> <tr> <td>    1) Establishing employment policies / procedures.....</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>    2) Making sensitive disciplinary / termination decisions .....</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><b>b.</b> Comply with Uniform Federal Accessibility Standards .....</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><b>c.</b> Maintain employee files in a secure, locked place .....</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><b>d.</b> Securely maintain employee medical records.....</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>    If "Yes", are they stored separately from other personal records? .....</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><b>e.</b> Maintain written records of disciplinary action .....</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td><b>f.</b> Conduct written performance evaluations at least annually .....</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>			Yes	No	<b>a.</b> Use legal counsel in:			1) Establishing employment policies / procedures.....	<input type="checkbox"/>	<input type="checkbox"/>	2) Making sensitive disciplinary / termination decisions .....	<input type="checkbox"/>	<input type="checkbox"/>	<b>b.</b> Comply with Uniform Federal Accessibility Standards .....	<input type="checkbox"/>	<input type="checkbox"/>	<b>c.</b> Maintain employee files in a secure, locked place .....	<input type="checkbox"/>	<input type="checkbox"/>	<b>d.</b> Securely maintain employee medical records.....	<input type="checkbox"/>	<input type="checkbox"/>	If "Yes", are they stored separately from other personal records? .....	<input type="checkbox"/>	<input type="checkbox"/>	<b>e.</b> Maintain written records of disciplinary action .....	<input type="checkbox"/>	<input type="checkbox"/>	<b>f.</b> Conduct written performance evaluations at least annually .....	<input type="checkbox"/>	<input type="checkbox"/>
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	Yes	No
g. Display, as required, federal and state mandated posters .....	<input type="checkbox"/>	<input type="checkbox"/>
h. Have contracts with or receive financial assistance from the federal government .....	<input type="checkbox"/>	<input type="checkbox"/>
If "Yes," attach details		
i. Are presently subject to any judicial or administrative order, decree, judgement or conciliation agreement relating to employment. If "Yes," attach copy .....	<input type="checkbox"/>	<input type="checkbox"/>
j. Are party to a labor leasing contract.....	<input type="checkbox"/>	<input type="checkbox"/>
k. Train all supervisors on interviewing techniques not permissible under law.....	<input type="checkbox"/>	<input type="checkbox"/>
l. Have filed for bankruptcy in the past five years. If "Yes," attach a narrative of the details (including a copy of any final judgement entry) .....	<input type="checkbox"/>	<input type="checkbox"/>
m. Plan to acquire or merge with any companies.....	<input type="checkbox"/>	<input type="checkbox"/>
n. Have conducted or are anticipating any layoffs, staff reductions, or facility closings. If "Yes," attach a narrative of the details including the reason for the action and the number of employees affected.....	<input type="checkbox"/>	<input type="checkbox"/>
o. Use polygraphs in employment procedures .....	<input type="checkbox"/>	<input type="checkbox"/>
p. Use an employment application for all prospective employees .....	<input type="checkbox"/>	<input type="checkbox"/>
q. Have employee handbook .....	<input type="checkbox"/>	<input type="checkbox"/>
If "Yes," handbook is distributed to all employees with a signed acknowledgment of receipt.....		
How often is the handbook updated? _____		
r. Have written policy in place regarding sexual harassment policy / reporting procedure .....	<input type="checkbox"/>	<input type="checkbox"/>

- VI. ATTACH COPIES OF APPLICANT'S:**
1. Employment application
  2. Discrimination / sexual harassment policy and reporting procedure
  3. Employee handbook
  4. Family & Medical Leave Act policy (if over 50 employees)

UNDERSIGNED DECLARES THAT TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF THE STATEMENTS SET FORTH HEREIN ARE TRUE, ALTHOUGH THE SIGNING OF THIS APPLICATION DOES NOT OBLIGATE THE UNDERSIGNED ON BEHALF OF THE APPLICANT OR ITS DIRECTORS, OFFICERS OR INSURED PERSONS TO PURCHASE INSURANCE, THE UNDERSIGNED WARRANTS THAT THIS APPLICATION AND ITS ATTACHMENTS SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED AND SHALL BE DEEMED ATTACHED TO AND SHALL FORM PART OF THE POLICY. WE ARE HEREBY AUTHORIZED TO MAKE ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION WE DEEM NECESSARY.

**ANY INSPECTION, REVIEWS, REPORTS OR RECOMMENDATIONS MADE BY THE CINCINNATI INSURANCE COMPANY RELATE ONLY TO INSURABILITY AND THE PREMIUMS TO BE CHARGED. FURTHERMORE, NO RECOMMENDATIONS ARE INTENDED AS LEGAL ADVICE AND THE CINCINNATI INSURANCE COMPANY DOES NOT WARRANT THAT CONDITIONS ARE IN COMPLIANCE WITH ANY LAWS, REGULATIONS, CODES OR STANDARDS. THIS REPORT IS INTENDED SOLELY FOR INSURANCE PURPOSES.**

**NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.**

**WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS (VT: MAY BE COMMITTING A CRIME SUBJECTING) THE PERSON TO CRIMINAL AND (NY: SUSTANTIAL) CIVIL PENALTIES, IN THE DISTRICT OF COLUMBIA, LOUISIANA, MAINE, TENNESSEE, VIRGINIA AND WASHINGTON, INSURANCE BENEFITS MAY ALSO BE DENIED.**

\_\_\_\_\_  
 APPLICANT'S AUTHORIZED SIGNATURE  
 (of a principal, partner, officer or the director of Human Resources / Personnel)

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 Print or type name shown above

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 AGENT'S SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 AGENCY AND CODE NUMBER

**THIS SECTION TO BE COMPLETED BY AGENT ONLY. THIS SECTION IS NOT SUBJECT TO THE WARRANTY.**

1. Is this applicant primarily located in a metro area (urban or suburban) with a population over 250,000?  Yes  No
2. Current insurance maintained by applicant:

	Carrier	Agent	Policy No.	Exp. Date	Limits	Premium
D & O	_____	_____	_____	_____	_____	_____
Property	_____	_____	_____	_____	_____	_____
CGL	_____	_____	_____	_____	_____	_____
Umbrella	_____	_____	_____	_____	_____	_____

**CINCINNATI CONTRACTORS SUPPLEMENT (TO ACORD 126)** 1. DATE (MM/DD/YY)

2. AGENCY:	3. APPLICANT (First Named Insured)		
	4. TYPE OF CONTRACTOR	5. YEARS IN BUSINESS	
	6. % OF WORK FOR OWNERS / OTHER CONTRACTORS % / %	7. % OF WORK RESIDENTIAL / COMMERCIAL % / %	8. % OF WORK NEW CONST / REMODEL / REHAB % / % / %
	9. GROSS RECEIPTS PAST YR \$	10. PAYROLL PAST YR \$	11. TOTAL COST OF ALL SUBCONTRACTED WORK PAST YEAR \$
12. AGENCY CODE:	13. WEBSITE ADDRESS:		

**SUBCONTRACTED INFORMATION**  
 DESCRIBE ALL TYPES OF CONTRACTING OPERATIONS THE APPLICANT SUBS OUT TO OTHERS:  
 \_\_\_\_\_  
 \_\_\_\_\_

**GENERAL INFORMATION (EXPLAIN ALL "YES" ANSWERS ON A SEPARATE SHEET OF PAPER)**

	Y	N		Y	N		Y	N
1. DOES THE APPLICANT HAVE KNOWLEDGE OF ANY PRE-EXISTING ACT, OMISSION, EVENT, CONDITION OR DAMAGES TO ANY PERSON OR PROPERTY THAT MAY POTENTIALLY GIVE RISE TO ANY FUTURE CLAIM OR LEGAL ACTION?			7. HAS OR WILL THE APPLICANT APPLY, INSTALL OR MANAGE ANY JOBS INVOLVING ANY SYNTHETIC STUCCO (EIFS OR DEFS) RELATED PRODUCT OR MATERIAL?			13. DOES THE APPLICANT HAVE A DOCUMENTED AND ENFORCED FALL PROTECTION PROGRAM?		
2. HAS THE APPLICANT EVER BEEN NAMED IN ANY CLAIMS AND / OR LITIGATION REGARDING FAULTY OR DEFECTIVE CONSTRUCTION OR WORKMANSHIP (INCL. EIFS/DEFS)?			8. a. ANY SCAFFOLDING USED? IF "YES", TO WHAT HEIGHT? FT b. DO YOU ALLOW OTHER CONTRACTORS TO USE SCAFFOLDING ERECTED BY YOU? EXPLAIN WHAT RISK TRANSFER IS USED.			14. ANY WORK WITH TORCHES OR WELDERS?		
3. HAS A FORMAL WRITTEN SAFETY AND SECURITY POLICY BEEN DISTRIBUTED TO AND ACKNOWLEDGED BY EMPLOYEES?			9. ANY CURRENT OR PAST INVOLVEMENT WITH A WRAP-UP/OCIP/CCIP? IF "YES", ATTACH A LIST OF JOBS, DATES, LIMITS, LOCATIONS, DESCRIPTION OF THE APPLICANT'S INVOLVEMENT.			15. ANY ASBESTOS, LEAD OR MOLD ABATEMENT OR REMOVAL?		
4. DOES OR HAS THE APPLICANT EVER ACTED AS A CONSTRUCTION OR PROJECT MANAGER FOR OTHERS?			10. IS ANY FIREPROOFING WORK DONE?			16. ANY BLASTING OPERATIONS?		
5. DOES THE APPLICANT RETAIN ALL JOB FILES?			11. DOES THE APPLICANT USE ELECTRIC CURRENT TO THAW PIPES?			17. DOES THE APPLICANT HAVE A DOCUMENTED QUALITY CONTROL PROGRAM? IF "YES", PLEASE ATTACH A COPY.		
6. DOES THE APPLICANT ALLOW THEIR LICENSE TO BE USED BY OTHER CONTRACTORS?			12. ANY MILLWRIGHT WORK, EQUIPMENT MOVING, RIGGING OR USE OF CRANES?			18. DOES THE APPLICANT BUILD HOMES OR HABITATIONAL PROPERTY? IF "YES", COMPLETE MI 1360 RS.		

**RISK TRANSFER INFORMATION (EXPLAIN ALL "NO" ANSWERS SEPARATELY) SKIP IF APPLICANT NEVER HIRES SUBCONTRACTORS**

	Y	N		Y	N		Y	N
1. DOES THE APPLICANT REQUIRE ALL SUBCONTRACTORS TO ENTER INTO A WRITTEN CONTRACT? IF "YES", ATTACH A COPY OF 2 EXECUTED AGREEMENTS WITH ACCOMPANYING CERTIFICATES. DOES THE WRITTEN CONTRACT CONTAIN: a. HOLD HARMLESS/INDEMNIFY & DEFEND WORDING PROTECTING THE APPLICANT? b. REQUIREMENT THAT THE APPLICANT BE INCLUDED AS AN ADDITIONAL INSURED ON A PRIMARY BASIS? c. REQUIREMENT OF A MINIMUM A-CARRIER ON A STANDARD ISO FORM OR EQUIVALENT GL FORM WITH NO MODIFICATIONS LIMITING COVERAGE FOR: CONTRACTUAL (CG 2139/CG 2426 OR EQUIVALENT); DAMAGE TO WORK PERFORMED BY SUBS (CG 2294 OR EQUIVALENT) RESIDENTIAL CONSTRUCTION; EARTH MOVEMENT; AND XCU (CG 2143/2142)?			d. ARE MINIMUM LIMITS REQUIRED? IF "YES", WHAT MINIMUM GL LIMITS ARE REQUIRED OF SUBS?  \$ _____ EACH OCC \$ _____ GENERAL AGG \$ _____ PROD/COAGG e. REQUIREMENT OF PER PROJECT GENERAL AGGREGATE ENDORSEMENT?  2. IS ADDITIONAL INSURED COVERAGE REQUIRED TO BE PER ISO CG 2010 EDITION 11 85 OR ITS EQUIVALENT OR A COMBINATION OF CG 2010 AND CG 2037 10 01 OR 07 04 EDITIONS (INCLUDING COMPLETED OPERATIONS)?			3. IS ADDITIONAL INSURED COVERAGE REQUIRED TO BE MAINTAINED FOR A SPECIFIED LENGTH OF TIME?		
						4. DOES THE APPLICANT OBTAIN: a. CERTIFICATES OF INSURANCE FROM ALL SUBS THEY HIRE? b. COPIES OF ADDITIONAL INSURED ENDORSEMENTS FROM ALL SUBS THEY HIRE?		
						5. HAS THE APPLICANT'S CONSTRUCTION ATTORNEY REVIEWED AND APPROVED THE CONTRACT WITHIN THE LAST 3 YEARS?		

**LIST LAST 10 JOBS (TO BE COMPLETED BY ALL CONTRACTORS)**

JOB NAME, CITY AND STATE	DESCRIPTION OF WORK	DURATION OF JOB	RECEIPTS
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6.			\$
7.			\$
8.			\$
9.			\$
10.			\$

LIST ALL STATES IN WHICH THE APPLICANT HAS PERFORMED WORK IN THE LAST 10 YEARS:

LIST ALL STATES IN WHICH THE APPLICANT EXPECTS TO PERFORM WORK THIS YEAR:

LIST ALL BUSINESS NAMES UNDER WHICH THE APPLICANT HAS OPERATED AND DISCONTINUED IN THE LAST 10 YEARS:

INDICATE IF ANY PAST OR PRESENT WORK INVOLVES THE FOLLOWING EXPOSURES (EXPLAIN ALL "YES" ANSWERS SEPARATELY)															
			Y	N				Y	N						
1. EXPLOSIVE ENVIRONMENTS (PAINTS, SOLVENTS, ETC.)					6. FIRE OR BURGLAR ALARM FINAL HOOK UP OR AUTOMATIC SPRINKLERS					11. HOSPITALS					
2. EMERGENCY BACK-UP EQUIPMENT					7. SWIMMING POOLS					12. DUCT CLEANING OR DECONTAMINATION					
3. DAM, BRIDGE, OR RIVER RELATED CONSTRUCTION					8. HIGH VOLTAGE (OVER 480 VOLTS) OR HIGH AMPERAGE					13. OIL OR GAS LINES OR REFINERIES					
4. AIRPORTS					9. MAJOR ELEC. CONTROL PANELS					14. TRAFFIC SIGNAL WORK					
5. PETROCHEMICAL PLANTS					10. NUCLEAR PLANTS / POWER PLANTS					15. POWER LINES					
SPECIFIC CONTRACTOR INFORMATION (EXPLAIN ALL "YES" ANSWERS SEPARATELY)															
						Y	N							Y	N
<b>AIR CONDITIONING AND HEATING</b>						<b>MASONRY WORK</b>									
1. ANY BOILER OR AMMONIA REFRIGERATION WORK DONE? HIGHEST PSI? _____						1. DOES THE APPLICANT ALSO EXCAVATE?									
2. % LPG WORK DONE _____						2. ANY RETAINING WALLS BUILT?									
<b>CARPENTRY</b>						3. ANY MIX-IN TRANSIT?									
1. ANY ROOFING? IF "YES", WHAT % _____ REFER TO ROOFING SECT.						4. ANY WORK INVOLVING LOAD BEARING WALLS?									
2. ANY SHOP WORK DONE?						5. ANY BASEMENT WORK?									
3. ANY RENOVATION WORK DONE? IF "YES", WHAT % _____						6. ANY WATERPROOFING WORK?									
4. ANY GUTTING OF INTERIOR LOAD BEARING WALLS?						<b>PAINTING</b>									
<b>ELECTRICAL WIRING</b>						1. INSIDE &: _____ OUTSIDE: _____									
1. ANY UNDERGROUND CABLE WORK? ANSWER EXCAV QUES 1 & 3						2. ANY WORK ABOVE TWO STORIES?									
2. ANY INSTALLATION OF TRANSFORMERS, ELECTRICAL PANELS, ELECTRICAL MOTORS OR POOL HEATERS?						3. ANY PAINTING OF TANKS (WATER OR GAS), BRIDGES OR TOWERS?									
<b>EXCAVATION &amp; GRADING OF LAND &amp; SEPTIC INSTALLATION</b>						4. ANY EXTERIOR SPRAY PAINTING? IF "YES", WHAT % _____									
1. ANY HORIZONTAL BORING?						5. ANY EPOXIES USED?									
2. DEPTH & TYPE OF EXCAVATION BASEMENTS _____ FT						6. ANY LEAD PAINT REMOVAL DONE?									
SEPTIC _____ FT		SEWER LINES _____ FT		OTHER _____ FT		WATER LINES _____ FT		<b>INSULATION</b>							
3. ARE UTILITIES STAKED BEFORE THE START OF EVERY DIG? IF TELEPHONE INQUIRIES ARE MADE, IS A LOG MAINTAINED WITH DATE, TIME, PERSON SPOKEN TO, PLOT NUMBER, AND MAP NUMBER REFERRED TO? (IF "NO", EXPLAIN IN REMARKS)						1. ANY REMOVAL? INDICATE TYPE & DISPOSAL PROCEDURES									
4. HOW IS TRENCHING DONE TO COMPLY WITH OSHA STANDARDS? (EXPLAIN SEPARATELY)						<b>PLUMBING</b>									
5. ANY WORK DONE IN STREETS OR ROADS?						1. ANY INSTALLATION OF HIGH PRESSURE SYSTEM, CAUSTICS, FLAMMABLES, GASES OR CHEMICALS? IF "YES" ON HIGH PRESSURE WORK, WHAT PSI LIMITS? _____									
6. ARE EXCAVATIONS MARKED AND GUARDED AT END OF DAY?						2. ANY REFRIGERATION SYSTEMS INSTALLED? (AMMONIA)									
<b>JANITORIAL</b>						3. ANY MECHANICAL CONTRACTING OPERATIONS?									
1. a. WHAT % OF RECEIPTS ARE DERIVED FROM CLEANING OF FLOORS? _____						4. ARE PROPER WRITTEN PROCEDURES IN PLACE WITH RESPECT TO "SWEATING" OF PIPES? (IF "NO", EXPLAIN SEPARATELY)									
b. ARE NON-SLIP WAXES USED?						<b>ROOFING</b>									
2. IS THE APPLICANT DOING WORK FOR NATIONAL CHAIN STORES, HOSPITALS OR RESTAURANTS?						1. ANY WORK DONE ABOVE TWO STORIES, ON FLAT ROOFS OR WORK WITH RUBBER?									
3. DOES THE APPLICANT ENTER INTO HOLD HARMLESS OR RISK TRANSFER AGREEMENTS WITH THEIR CUSTOMERS?						2. % COMMERCIAL _____ % RESIDENTIAL _____									
<b>LANDSCAPING</b>						3. IS HOT TAR USED? IF SO, WHAT SIZE ARE THE KETTLES AND IS TAR HEATED BEFORE TRAVELING TO JOB SITE OR UPON ARRIVAL? (SHOW % OF WORK USING HOT TAR IN REMARKS. ALSO DESCRIBE TYPE OF FIRE PREVENTION (FIREHOSE, ETC.))									
1. ANY GRADING OF LAND OR EXCAVATION WORK DONE? IF "YES", WHAT % _____						4. ARE ADEQUATE TARPS ON SITE TO COVER ALL EXPOSED AREAS AND ARE THERE WRITTEN PROCEDURES SO OPENING IS COVERED & ANCHORED BEFORE LEAVING SITE? (EXPLAIN "NO" ANSWER)									
2. ANY TREE TRIMMING WORK DONE? IF "YES", WHAT % _____						<b>SNOW PLOWING BY ANY APPLICANT</b>									
3. ANY WORK DONE DURING "OFF-SEASON" MONTHS? (IF "YES", EXPLAIN IN REMARKS, COMPLETE SNOW PLOWING IF APPLICABLE)						1. a. ANY SNOW PLOWING WORK DONE? IF "YES", WHAT % OF RECEIPTS? _____									
4. ANY SPRAYING OF BUSHES, LAWNS, ETC. WITH PESTICIDES, HERBICIDES OR FERTILIZERS? IF "YES", EXPLAIN EXTENT, (HOW OFTEN AND WHAT IS USED?)						b. DOES THE APPLICANT ENTER INTO HOLD HARMLESS OR RISK TRANSFER AGREEMENTS WITH THEIR CUSTOMERS?									
<p><b>NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.</b></p> <p><b>NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE / SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.</b></p> <p><b>WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS (VT: MAY BE COMMITTING A CRIME SUBJECTING) THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. IN THE DISTRICT OF COLUMBIA, LOUISIANA, MAINE, TENNESSEE, VIRGINIA AND WASHINGTON, INSURANCE BENEFITS MAY ALSO BE DENIED.</b></p>															
_____ Applicant's Signature						_____ Date									
_____ Agent's Signature						_____ Date									
_____ Agency and Code Number															
_____ Agent's Name and License Number (Florida only)															

- THE CINCINNATI INSURANCE COMPANY
- THE CINCINNATI CASUALTY COMPANY
- THE CINCINNATI INDEMNITY COMPANY

## MANUFACTURER'S ERRORS AND OMISSIONS APPLICATION - CLAIMS-MADE

(Supplement to ACORD 125 and Manufacturers Supplemental Questionnaire IA 011)

### THIS IS AN APPLICATION FOR A CLAIMS-MADE COVERAGE

Coverage will apply solely to liability arising from the operations described in the Declarations of the  
Manufacturers Errors and Omissions Form

1. Name of Applicant:					
2. Policy Number:					
3. Effective Date:					
4. Limit of Insurance: Per Claim and Aggregate:					
<input type="checkbox"/> \$100,000/100,000	<input type="checkbox"/> \$300,000/300,000	<input type="checkbox"/> \$500,000/500,000	<input type="checkbox"/> \$1,000,000/1,000,000		
5. Deductible: (\$500 minimum)					
<input type="checkbox"/> \$500	<input type="checkbox"/> \$1,000	<input type="checkbox"/> \$2,500	<input type="checkbox"/> \$5,000	<input type="checkbox"/> \$10,000	<input type="checkbox"/> Other \$
<b>Work / Processes Let to Others:</b>					
6. Type of Work / Processes Let to Others:			7. Percentage of Work / Processes Let to Others		
			%		
			%		
8. Do you have written hold harmless agreements with your subcontractors that hold you harmless			<input type="checkbox"/> Yes	<input type="checkbox"/> No	
9. Are you and your customers indemnified for damages caused by subcontractors			<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<b>Contract Agreements:</b>					
10. Do you negotiate contract agreements in which you accept liability for consequential damages				<input type="checkbox"/> Yes <input type="checkbox"/> No	___ % of the time.
<b>Loss History:</b>					
11. Have you or your subcontractors experienced any of the following in the past three years:					
a. Product Recalls			<input type="checkbox"/> Yes	<input type="checkbox"/> No	
b. Past due contracts			<input type="checkbox"/> Yes	<input type="checkbox"/> No	
c. Allegations your product did not meet your customer's performance expectations			<input type="checkbox"/> Yes	<input type="checkbox"/> No	
d. Allegations that your product did not comply with your warranties or representations			<input type="checkbox"/> Yes	<input type="checkbox"/> No	
e. Please explain all yes responses:					

f. Are you aware of any act error or omission or unresolved contract dispute or any other situation that may result in a claim?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
g. Please explain yes response			
12. Has any company ever declined to write, cancelled or non-renewed Errors and Omissions coverage for you		<input type="checkbox"/> Yes	<input type="checkbox"/> No
13. Please explain a Yes response to 12.			
14. Do you now carry Errors and Omissions Liability Coverage similar to that being applied for in this application?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Carrier's Name		Limit	
Effective Date		Deductible	?
Current Premium		Retroactive Date	

**NOTICE TO FLORIDA APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.**

**NOTICE TO OHIO APPLICANTS: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE / SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.**

**WARNING: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS (VT: MAY BE COMMITTING A CRIME SUBJECTING) THE PERSON TO CRIMINAL AND (NY: SUBSTANTIAL) CIVIL PENALTIES. IN THE DISTRICT OF COLUMBIA, LOUISIANA, MAINE, TENNESSEE, VIRGINIA AND WASHINGTON, INSURANCE BENEFITS MAY ALSO BE DENIED.**

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency and Code Number

\_\_\_\_\_  
Agent's Name and License Number (Florida only)

**Notice: This insurance coverage is provided on a claims-made basis. Coverage is limited to liability for injuries for which "claims" are first made against the insured while the insurance is in force and reported to us during the policy period or any extended reporting period, if any. Please read and review the insurance carefully and discuss the coverage with your agent.**

## **MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM - CLAIMS-MADE**

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part 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 policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

### **SECTION I - COVERAGE**

#### **A. Insuring Agreement**

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "claim" to which this insurance applies. The damages must have resulted from the insured's negligent act, error or omissions, or from a defect in material or in a product sold or installed by the insured while acting in this capacity. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may at our discretion investigate any incident and settle any "claim" or "suit" that may result. But:
  - a. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
  - b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **C. Supplementary Payments**.
2. This insurance applies to all "claims" covered hereunder only if a "claim" for dam-

ages is first made against any insured, in accordance with Paragraph **3**, below, during the policy period or any Extended Reporting Period we provide under Paragraph **D. Extended Reporting Periods**.

3. A "claim" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
  - a. When an insured reports to us an incident or circumstance that may lead to a "claim" or loss; or
  - b. When notice of such "claim" is received in writing by an owner, partner, member, manager, "executive officer" or designated risk manager, or similar office or position, of the Named Insured or by us, whichever comes first.
4. All "claims" of damages arising from the same negligent act, error, omission, or defect in material or product will be deemed to have been made at the same time the first of these "claims" is made against any insured.
5. "Claims" can take place anywhere in the world, provided the original "suit" is brought against the insured within the United States of America, its territories or possessions or Canada.

#### **B. Exclusions**

This insurance does not apply to:

1. **Asbestos**

Any liability arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.
2. **Bankruptcy**

Any liability arising out of your insolvency or bankruptcy.
3. **Bodily Injury, Property Damage, or Personal and Advertising Injury**
  - a. "Bodily injury", "personal and advertising injury"; or

- b. "Property damage" to property other than "your product", "your work" or "impaired property".

#### 4. Bridges and Dams

Any liability in connection with:

- a. Bridges exceeding 150 feet in length; or
- b. Dams.

#### 5. Contractual

Any liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### 6. Delay

Any liability arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.

#### 7. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

#### 8. Estimates, Financing and Legal Work

Any liability because of an error or omission:

- a. In the preparation of estimates of probable job costs, or cost estimates being exceeded, estimates of profit or return on capital.
- b. In advising or failure to advise on financing of the work or project.
- c. In advising or failing to advise on any legal work, title checks, form of insurance, or suretyship.

#### 9. Fungi or Bacteria

- a. Any liability caused directly or indirectly, in whole or in part, by any actual, alleged or threatened:
  - (1) Inhalation of;
  - (2) Ingestion of;
  - (3) Contact with;
  - (4) Absorption of;
  - (5) Exposure to;
  - (6) Existence of; or
  - (7) Presence of,any "fungi" or bacteria;

- b. Any loss, cost or expense associated in any way with, or arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, mitigating or disposing of, or in any way responding to, investigating, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity;

- c. Any liability, with respect to "fungi" or bacteria, arising out of, resulting from, caused by, contributed to, or in any way related to any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with:

- (1) The existence of "fungi" or bacteria;
- (2) The prevention of "fungi" or bacteria;
- (3) The remediation of "fungi" or bacteria;
- (4) Any operation described in Paragraph **b.** above;
- (5) "Your product"; or
- (6) "Your work"; or

- d. Any obligation to share damages with or repay any person, organization or entity, related in any way to the liability excluded in Paragraphs **a.**, **b.** or **c.** above;

regardless of any other cause, event, material, product and / or building component that contributed concurrently or in any sequence to the injury or damage.

However this exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for human ingestion.

#### 10. Intellectual Property

Any liability which arises out of any actual or alleged infringement of copyright or trademark or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

#### 11. Intentional Injury

Any liability for damages which may reasonably be expected to result from the intentional or criminal acts of an insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

## 12. Lead

Any liability arising out of, attributable to, or any way related to lead in any form or transmitted in any manner.

## 13. Manufacturer's Warranties

Any liability arising out of manufacturer's warranties or guarantees, whether express or implied.

## 14. Non-compensatory Damages

All "claims":

- a. Alleging, arising out of, based upon, or attributable to any proceeding whether civil, criminal or administrative in which the relief sought is other than monetary damages, including but not limited to proceedings seeking injunctive relief, declaratory relief, disgorgement, or other equitable remedies, or those arising out of any kind of criminal proceedings; or
- b. Civil or criminal fines or penalties imposed by law, punitive or exemplary damage or any other type of non-compensatory damages, the multiplied portion of multiplied damages, taxes, any amount for which an insured is not financially liable, or matters which are deemed uninsurable under the law pursuant to which this Coverage Part shall be construed.

## 15. Owned or Rented Property

Any liability arising from "property damage" to property owned by, rented or leased to the insured.

## 16. Pollutant

- a. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, emission, release or escape of "pollutants" at any time.
- b. Any loss, cost or expense arising out of any:
  - (1) 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
  - (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way re-

sponding to, or assessing the effects of, "pollutants".

- c. This exclusion does not apply to damages caused by heat, smoke or fumes from a "hostile fire" at or from any site on which you or any contractors or subcontractors worked directly or indirectly on your behalf were performing operations, if the "pollutants" were brought on or to the site or location in connection with such operations.

## 17. Prior Acts

Any liability arising from negligent acts, errors, omissions or defects that were committed or existed prior to the effective date of the first consecutive errors and omissions coverage part issued by us are excluded if there is other insurance applicable, or if the insured knew or should have reasonably foreseen that such negligent act, error, omission or defect might be the basis of a "claim" or "suit".

## 18. Prior to Completion

Any liability before you have completed "your work". "Your work" will be deemed completed for "your products" that have left your possession or control.

## 19. Products

Any liability arising from "property damage" to products that are still in your physical possession.

## 20. Professional Liability

Any liability arising out of architectural, drafting or engineering services provided by you or on your behalf including:

- a. The preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications; and
- b. Supervisory, inspection or engineering services.

However, this exclusion shall not apply to "claims" arising from the architectural, engineering or drafting services provided by you, if such services are provided only for work contracted for or completed by you or on your behalf.

## 21. Profit

Any liability arising from your loss of profit or expected profit.

## 22. Recall of Products, Work or Impaired Property

Any liability for damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, re-

call, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### **23. Related Enterprises**

Any liability arising from "claims" brought against the insured by a business enterprise (or its assignees) which is wholly or partly owned, operated or managed by the insured, or which has directly or indirectly any interest in the ownership or management of the Named Insured.

### **24. Right of Action**

Any liability arising from "claims" or "suits" where the right of action against the insured has been relinquished or waived.

### **25. Subcontracted Work**

Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

### **26. Substitutions**

Any liability arising from a decision to substitute a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization.

### **27. War**

Any liability, however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## **C. Supplementary Payments**

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
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 \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limit of insurance.

## **D. Extended Reporting Periods**

1. Upon termination of this insurance for any reason other than cancellation for non-payment of premium we may provide one or more Extended Reporting Periods as described below.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They extend the "claims" reporting period.

For the purpose of applying Limits of Insurance, "claims" reported during an Extended Reporting Period will be deemed as "claims" reported during the last "coverage term".

3. Such Extended Reporting Periods will apply solely with respect to "claims" arising out of negligent acts, errors, omissions or defects which took place or existed prior to the termination of this insurance and are in accordance with Exclusion 17, **Prior Acts**.

Such "claims" must be reported to us prior to the expiration of the Extended Reporting Period.

4. A 30-day Basic Extended Reporting Period is automatically provided without additional charge.
5. A Supplemental Extended Reporting Period is available, but only by endorsement for an additional charge.

You must give us a written request for this endorsement within 30 days after the termination of this insurance. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

The Extended Reporting Periods do not reinstate or increase the Limits of Insurance of this coverage.

Any Extended Reporting Period will immediately terminate on the effective date and hour of any other insurance issued to you which replaces this insurance. If you notify us of the effective date of the other insurance, we will send you a refund of any pro rata unearned premium.

## SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "employees", other than either your "executive officers" (if you are an organi-

zation other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
  - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
    - b. Coverage does not apply to negligent acts, errors, omissions, or defects that were committed or existed before you acquired or formed the organization; and

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.

## SECTION III - LIMITS OF INSURANCE

### A. Deductible Clause

1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount stated in the Declarations. The limits of insurance will not be reduced by the application of such deductible amount.
2. **Condition 2, Duties in the Event of Incident, Claim or Suit**, applies to each "claim" or "suit" irrespective of the amount.
3. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

### B. Amount Payable by Us and Our Limit of Insurance

1. The Limits of Insurance shown in the Declarations 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".

The most we will pay as the result of any one "claim" is the Per Claim Limit shown in the Declarations. Any "claim" or aggregation of "claims" resulting from any one negligent act, error, omission or defect will be considered one "claim".

2. Subject to 1. above, the most we will pay as the result of all "claims" under this policy, including any Extended Reporting Period, is the Aggregate Limit shown in the Declarations.
3. For errors in contract or job specifications or in recommendations of products or materials to be used, this Coverage Part will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.
4. We will pay:
  - a. The actual cost of repairs if the repairs are made by others; or
  - b. 80% of 1) your normal and customary labor charges and 2) your retail cost of materials if you make the repairs.
5. All "claims" arising out of the same negligent act, error or omission and all "inter-related acts, errors or omissions" of any insured shall be deemed one act, error or omission, and have been deemed to have originated in the earliest policy period in which a "claim" is first made against any insured alleging any such negligent act, error or omission or "interrelated acts, errors or omissions".
6. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

## SECTION IV - CONDITIONS

### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### 2. Duties in the Event of Incident, Claim or Suit

As a condition precedent to coverage under this Coverage Part:

- a. You shall give us written notice as soon as practicable of any "claim" brought against any insured and shall give such information and cooperation as we may reasonably require, including but not limited to a description of the "claim", the nature of the alleged injury, the names of the claimants, and the manner in which the insured first became made aware of the "claim".
- b. You shall provide us with all information, assistance and cooperation which we reasonably request and agree that in the event of a "claim" you will do nothing that may prejudice our position or our potential or actual rights of recovery.
- c. You shall not settle any "claim", incur any defense costs or otherwise assume any contractual obligation or admit any liability with respect to any "claim" without our written consent, which shall not be unreasonably withheld. We shall not be liable for any settlement, defense costs, assumed obligation or admission to which we have not consented.

### 3. Insured's Representative Clause

By acceptance of this Coverage Part, the first Named Insured shown in the Declarations agrees to act on behalf of all insureds with respect to the giving and receiving of notice of "claim", the acceptance of endorsements, the giving or receiving of any other notice provided for in this Coverage Part, and the exercising or declining to exercise any right to an Extended Reporting Period, and agree that such first Named Insured shall act on all insureds' behalf.

### 4. Legal Action Against Us

No action shall lie against us unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Coverage Part, nor until the amount of an insured's obligation to pay shall have been finally determined either by judgment against an insured after actual trial or by written agreement of the insured, the claimant and us.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Coverage Part to the extent of the insurance afforded by this Coverage Part. No person or organization shall have any right under this Coverage Part to join us as a party to any action against an insured to determine an insured's liability. Bankruptcy or insolvency of an insured or of their estates shall not relieve us of any of our obligations hereunder.

## 5. Multi-Year Policies

If this policy is issued for more than one year, the premium shall be computed annually based on our rates or premiums in effect at each anniversary.

## 6. Other Insurance

If all or any part of a "claim" is also insured:

- a. Under any other prior or current policy, other than a policy issued by us or any company affiliated with us, then this insurance is excess over that other insurance, whether primary, excess, contingent or on any other basis, unless that other insurance was bought specifically to apply in excess of this Coverage Part.

- (1) When this Coverage Part is excess, we will have no duty to defend any "claim" when any other insurer has that duty. If another insurer fails to defend and we incur costs as a result of such failure, we will be entitled to the insured's rights against such other insurer.

- (2) When this Coverage Part is excess, we will pay only our share of the amount of the "claim", if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the "claim" in the absence of this Coverage Part; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

- b. Under any other policy or coverage form issued by us or any company affiliated with us, by acceptance of this Coverage Part the first Named Insured on behalf of itself and all other insureds agrees that no coverage shall apply to such "claim" under such other policy or coverage form.

## 7. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or

- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 8. Representations

By accepting this Coverage Part, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Coverage Part in reliance upon those representations.

## 9. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

## 10. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## 11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast, telecast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For 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".
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
  3. "Claim" means a demand or "suit" which seeks money damages for:
    - a. "Property damage" to "your product";
    - b. "Property damage" to "your work";
    - c. "Property damage" to "impaired property"; or
    - d. Consequential loss resulting from a., b. or c. above,
 caused by faulty workmanship, materials or design.
  4. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
    - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
      - (1) The day the policy period shown in the Declarations ends; or
      - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
    - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
  5. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
  6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
  7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
  8. "Fungi" means any type or form of fungus, and includes, but is not limited to, any form or type of mold, mushroom or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
  9. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
  10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous, if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work".
  11. "Interrelated acts, errors or omissions" means all causally connected acts, errors or omissions.
  12. "Leased worker" means 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. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
  13. "Normal or customary adjustments" means those operations and expenses routinely engaged in or incurred after the installation of "your work" or "your product" to render it fully functional and / or efficient and anticipated in your installation contract.
  14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    - a. False arrest, detention or imprisonment;
    - b. Malicious prosecution;
    - c. 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, committed by or on behalf of its owner, landlord or lessor;
    - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15.** "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:
- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
  - b. The insured uses, generates or produces the "pollutant".
- 16.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to have taken place at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to have taken place at the time of the incident that caused it.
- For purpose of this insurance, "electronic data" is not tangible property.
- 17.** "Suit" means a civil proceeding in which money damages because of "claims" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
  - c. An appeal of a civil proceeding.
- 18.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 19.** "Your product":
- a. Means:
    - (1) Any goods or 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 by you at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 20.** "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 by you at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.

# NUCLEAR ENERGY LIABILITY EXCLUSION

1. This insurance does not apply:
  - A. To any liability:
    - (1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. To any injury or damage resulting from the "hazardous properties" of "nuclear material", if
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
    - (3) The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this exclusion:
  - A. "Hazardous properties" includes radioactive, toxic or explosive properties.
  - B. "Nuclear material" means "source material", "special nuclear material" or "by-product material".
  - C. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
  - D. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
  - E. "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
  - F. "Nuclear facility" means:
    - (1) Any "nuclear reactor";
    - (2) Any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel", or (c) handling, processing or packaging "waste";
    - (3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
    - (4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
  - G. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
  - H. "Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - LEAD LIABILITY**

This endorsement modifies insurance provided under the following:

### **MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART CLAIMS-MADE**

**SECTION I - COVERAGE, B. Exclusions** is modified to add the following:

We will not cover you or anyone else for:

1. Any liability arising out of, resulting from, or in any way caused by or contributing to the actual, alleged or threatened ingestion, inhalation, absorption of, exposure to or presence of lead in any form emanating from any source.
2. Any loss, cost or expense arising out of, resulting from or in any way related to any:
  - a. "Claim", suit, request, demand, directive, or order by or on behalf of any person, entity or governmental authority that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of lead in any form; or
  - b. "Claim" or suit by or on behalf of any person, entity, or governmental authority for damages because of testing for, monitoring, cleaning-up, removing, containing, treating or detoxifying or neutralizing or in any way responding to, or assessing the effects of lead in any form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SUPPLEMENTAL EXTENDED REPORTING  
PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART CLAIMS-MADE**

A Supplemental Extended Reporting Period is provided by this endorsement as described in **SECTION I.D. - EXTENDED REPORTING PERIODS**.

This endorsement modifies the period for reporting "claims" to "claims" first made in accordance with **SECTION I.A.** against any insured during the Supplemental Extended Reporting Period shown in the Schedule.

This endorsement will not take effect unless the additional premium for this endorsement, as set forth in **SECTION I.D.** is paid when due.

**SCHEDULE**

<b>SUPPLEMENTAL EXTENDED REPORTING PERIOD</b>	<b>PREMIUM</b>
	\$

**Notice:** This insurance coverage is provided on a claims-made basis. Coverage is limited to liability for injuries for which "claims" are first made against the insured while the insurance is in force and reported to us during the policy period or any extended reporting period, if any. Please read and review the insurance carefully and discuss the coverage with your agent.

## THE CINCINNATI INSURANCE COMPANY

A STOCK INSURANCE COMPANY

### MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART DECLARATIONS - CLAIMS-MADE

Attached to and forming part of POLICY NUMBER:			Effective Date:	
Named Insured:				
<b>LIMITS OF INSURANCE</b>				
Per Claim Limit   \$				
Aggregate Limit   \$				
CLASSIFICATION	CODE NO.	PREMIUM BASE CGL Products / Completed Operations Premium	RATE	ADVANCE PREMIUM
TOTAL ANNUAL PREMIUM			\$	
<b>DEDUCTIBLE:</b> <u>\$500.00</u> unless otherwise stated \$				
<b>FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:</b>				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART ENDORSEMENT - CLAIMS-MADE

Attached to and forming part of POLICY NUMBER:		Effective Date:		
Named Insured:				
<b>Item changed</b> <b>Reason for Change</b>				
<b>LIMITS OF INSURANCE</b> Per Claim Limit    \$ Aggregate Limit    \$				
CLASSIFICATION	CODE NO.	PREMIUM BASE CGL Products / Completed Operations Premium	RATE	ADVANCE PREMIUM
TOTAL ANNUAL PREMIUM			\$	
<b>DEDUCTIBLE:</b> \$500.00 unless otherwise stated \$				
<b>FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:</b>				

**Notice:** This insurance coverage is provided on a claims-made basis. Coverage is limited to liability for injuries for which "claims" are first made against the insured while the insurance is in force and reported to us during the policy period or any extended reporting period, if any. Please read and review the insurance carefully and discuss the coverage with your agent.

Agency \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARKANSAS CHANGES - MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE**

This endorsement modifies insurance provided under the following:

### **MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM CLAIMS-MADE**

**Section I.D. Extended Reporting Periods** is deleted and replaced with the following:

#### **D. Extended Reporting Periods**

1. Upon termination of this insurance for any reason other than cancellation for nonpayment of premium we may provide one or more Extended Reporting Periods as described below.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They extend the "claims" reporting period.
3. Such Extended Reporting Periods will apply solely with respect to "claims" arising out of negligent acts, errors, omissions or defects which took place or existed prior to the termination of this insurance and are in accordance with Exclusion **14. Prior Acts**. Such "claims" must be reported to us prior to the expiration of the Extended Reporting Period.
4. A 60-day Basic Extended Reporting Period is automatically provided without additional charge.
5. A Supplemental Extended Reporting Period is available, but only by endorsement for an additional charge.

You must give us a written request for this endorsement within 30 days after the termination of this insurance. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

The Extended Reporting Periods limit of liability must be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate limit at policy inception.

Any Extended Reporting Period will immediately terminate on the effective date and hour of any other insurance issued to you which replaces this insurance. If you notify us of the effective date of the other insurance, we will send you a refund of any pro rata unearned premium.

*SERFF Tracking Number:*      *CNNA-125875450*                      *State:*                      *Arkansas*  
*Filing Company:*              *The Cincinnati Insurance Company*              *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *CGL-08-6020-AR*  
*TOI:*                      *17.0 Other Liability-Occ/Claims Made*              *Sub-TOI:*                      *17.0000 Other Liability Sub-TOI Combinations*  
*Product Name:*              *CGL-08-6020-AR*  
*Project Name/Number:*      /

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125875450 State: Arkansas  
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CGL-08-6020-AR  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: CGL-08-6020-AR  
Project Name/Number: /

## Supporting Document Schedules

<b>Satisfied -Name:</b> Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b> Approved	12/03/2008
<b>Comments:</b> REVISED F778AR		
<b>Attachments:</b> F777AR_CGL-08-6020-AR.pdf F778AR_307 CGL-08-6020-AR.pdf		
<b>Satisfied -Name:</b> MEMORANDUM - revised	<b>Review Status:</b> Approved	12/03/2008
<b>Comments:</b> REVISED MEMORANDUM		
<b>Attachment:</b> CGL-08-6020-AR F.pdf		
<b>Satisfied -Name:</b> GA 486 AR 7/96 - For Reference Only	<b>Review Status:</b> Approved	12/03/2008
<b>Comments:</b>		
<b>Attachment:</b> GA486AR 0796 for reference.pdf		

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <tr> <td style="width: 50%; text-align: center;">New Business</td> <td style="width: 50%;"></td> </tr> <tr> <td style="text-align: center;">Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
The Cincinnati Insurance Company	0244

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Cincinnati Insurance Company	Ohio	0244-10677	31-0542366	03

<b>5. Company Tracking Number</b>	<b>CGL-08-6020-AR</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	6200 South Gilmore Road Fairfield, Ohio 45014-5141	Senior Filing Specialist	513-870-2091	513-888-8884	Sharon_grubbs@cinfin.com
7.	Signature of authorized filer		<i>Sharon Grubbs</i>		
8.	Please print name of authorized filer		Sharon Grubbs		

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

<b>9. Type of Insurance (TOI)</b>	OTHER LIABILITY
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	GENERAL LIABILITY
<b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]	n/a
<b>12. Company Program Title</b> (Marketing title)	n/a
<b>13. Filing Type</b>	<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)
<b>14. Effective Date(s) Requested</b>	New: 05/01/2009                      Renewal: 05/01/09
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	n/a
<b>17. Reference Organization # &amp; Title</b>	n/a
<b>18. Company's Date of Filing</b>	10/27/08
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	CGL-08-6020-AR
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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See Memorandum

<b>22. Filing Fees</b> (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 #:** EFT FILING  
**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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>CGL-08-6020-AR</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>N/A</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION CLAIMS-MADE	GA 012 09 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	GA 012 07 07	
02	CINCINNATI CONTRACTORS SUPPLEMENT	MI-1360 09 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	MI-1360 01 05	
03	MANUFACTURER'S ERRORS AND OMISSIONS APPLICATION - CLAIMS-MADE	GA 024 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM - CLAIMS-MADE	GA 121 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	EXCLUSION - LEAD LIABILITY	GA 3004 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT	GA 4286 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART DECLARATIONS - CLAIMS	GA 544 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART ENDORSEMENT - CLAIMS	GA 544 E 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	ARKANSAS CHANGES - MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM -	GA 4299 AR 05 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**ARKANSAS  
DIVISION SIX - GENERAL LIABILITY  
FORMS MEMORANDUM**

<b>NEW FORM</b>	<b>OLD/WITHDRAWN FORM</b>	<b>TITLE/DESCRIPTION OF CHANGE</b>
GA 012 09 08	GA-012 07 07	EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION CLAIMS-MADE COVERAGE The application is corrected to delete a 25% co pay option which is not available and to delete the request for financial statements and EEQ-1 reports.
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These are forms for use with a new product being introduced. It is similar to the program previously introduced for contractors but redesigned for manufacturing risk.

GA 024 07 08	-----	MANUFACTURER'S ERRORS AND OMISSIONS APPLICATION - CLAIMS-MADE
GA 121 07 08	-----	MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM - CLAIMS-MADE
GA 3004 07 08	-----	EXCLUSION - LEAD LIABILITY
GA 4286 07 08	-----	SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT
GA 544 07 08	-----	MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART DECLARATIONS - CLAIMS-MADE
GA 544E 07 08	-----	MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE PART ENDORSEMENT - CLAIMS-MADE
GA 4299 AR 05 09	-----	ARKANSAS CHANGES - MANUFACTURER'S ERRORS AND OMISSIONS COVERAGE FORM - CLAIMS-MADE This amendatory amends to the Extended Report Period provision.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT PRACTICES CHANGES - ARKANSAS**

This endorsement modifies insurance provided under the following:

### **EMPLOYMENT PRACTICES LIABILITY COVERAGE PART**

- A. SECTION III - LIMITS OF INSURANCE AND INSURED'S DEDUCTIBLE AND COINSURANCE** paragraph 6. is replaced by the following:

6. The limit of insurance available during the Extended Reporting Period shall be no less than the greater of the amount of coverage remaining in the Aggregate Limit for the last policy period or 50% of the full Aggregate Limit in effect immediately prior to the effective date of cancellation or nonrenewal.

- B. SECTION V - EXTENDED REPORTING PERIOD** is replaced by the following:

#### **SECTION V - EXTENDED REPORTING PERIOD**

If the insured cancels or elects not to renew this Coverage Part or if we cancel or refuse to renew this Coverage Part for any reason, we shall grant an extension of the coverage granted by this Coverage Part for a period of 60 days following such cancellation or nonrenewal, but only with respect to any "wrongful act" committed, attempted, or allegedly committed or attempted on or after the Retroactive

Date shown in the Declarations and prior to the effective date of such cancellation or nonrenewal.

The insured shall have the right, upon payment of an additional premium, to purchase a longer Extended Reporting Period than 60 days by requesting such an extension in writing to us within 60 days following the effective date of cancellation or nonrenewal. This Extended Reporting Period will not take effect unless the additional premium is paid when due. If that payment is made when due, this Extended Reporting Period may not be cancelled. The additional premium for this Extended Reporting Period shall be fully earned at this Extended Reporting Period's inception. The additional premium for this Extended Reporting Period will be calculated in accordance with our rules and rates.

Our liability under the Extended Reporting Period for "loss" shall be specifically excess of and reduced by the amount of any payments on account of such "loss" received by the insureds under any insurance replacing the coverage granted by this Coverage Part in whole or in part.

*SERFF Tracking Number:*      *CNNA-125875450*                      *State:*                      *Arkansas*  
*Filing Company:*              *The Cincinnati Insurance Company*              *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *CGL-08-6020-AR*  
*TOI:*                      *17.0 Other Liability-Occ/Claims Made*              *Sub-TOI:*                      *17.0000 Other Liability Sub-TOI Combinations*  
*Product Name:*              *CGL-08-6020-AR*  
*Project Name/Number:*      /

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Supporting Document	Uniform Transmittal Document-Property & Casualty	10/27/2008	F777AR_CGL-08-6020-AR.pdf F778AR_307 CGL-08-6020-AR.pdf
No original date	Supporting Document	MEMORANDUM	10/27/2008	#MEMOF.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <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="width: 50%; 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>	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	
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<b>7.</b>	Signature of authorized filer		<i>Sharon Grubbs</i>		
<b>8.</b>	Please print name of authorized filer		Sharon Grubbs		

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

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