

SERFF Tracking Number: PHLX-125914560 State: Arkansas
Filing Company: Philadelphia Indemnity Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: GL AR0038102F01
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: General Liability
Project Name/Number: General Liability/GL AR0038102F01

Filing at a Glance

Company: Philadelphia Indemnity Insurance Company

Product Name: General Liability SERFF Tr Num: PHLX-125914560 State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: GL AR0038102F01 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts
Author: SPI PhiladelphiaIndemnity Disposition Date: 12/02/2008
Date Submitted: 11/21/2008 Disposition Status: Approved
Effective Date Requested (New): 01/01/2009 Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):

State Filing Description:

General Information

Project Name: General Liability Status of Filing in Domicile:
Project Number: GL AR0038102F01 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 12/02/2008
State Status Changed: 12/02/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

Philadelphia Indemnity Insurance Company is introducing a new general liability endorsement which we plan to use with risks that have real estate, office park and/or shopping center exposures.

This endorsement will be used on a mono-line or package basis and will be used in conjunction with Insurance Services Office forms and endorsements filed on our behalf. Below is an explanation of the endorsement.

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General Liability Deluxe Endorsement: Real Estate/Office Parks/Shopping Centers PI-GLD-RA (09/08)

This optional endorsement provides additional coverages and/or coverage extensions to risks with real estate, office park and/or shopping center exposures. The charge for this endorsement is 10% of the total General Liability Premises-Operations premium.

A copy of the endorsement is enclosed for your review.

Company and Contact

Filing Contact Information

Diane Quarles, Compliance Analyst
 One Bala Plaza (610) 617-7751 [Phone]
 Bala Cynwyd, PA 19004 (866) 478-1433[FAX]

Filing Company Information

Philadelphia Indemnity Insurance Company	CoCode: 18058	State of Domicile: Pennsylvania
One Bala Plaza	Group Code: 677	Company Type:
Suite 100		
Bala Cynwyd, PA 19004	Group Name: Philadelphia Insurance Companies	State ID Number:
(610) 617-7900 ext. [Phone]	FEIN Number: 231738402	

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Philadelphia Indemnity Insurance Company	\$50.00	11/21/2008	24087113

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/02/2008	12/02/2008

SERFF Tracking Number: *PHLX-125914560* *State:* *Arkansas*
Filing Company: *Philadelphia Indemnity Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *GL AR0038102F01*
TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2001 Commercial General Liability*
Product Name: *General Liability*
Project Name/Number: *General Liability/GL AR0038102F01*

Disposition

Disposition Date: 12/02/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PHLX-125914560 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	General Liability Deluxe Endorsement: Real Estate/Office Parks/Shopping Centers	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	General Liability Deluxe Endorsement: Real Estate/Office Parks/Shopping Centers	PI-GLD-RA	(09/08)	Endorsement/Amendment/Conditions		0.00	PI-GLD-RA.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
REAL ESTATE / OFFICE PARKS / SHOPPING CENTERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	\$300,000	2
Extended Property Damage	Included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	\$20,000	3
Medical Payments – Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payments – Loss of Earnings	\$500 per day	3
Additional Insured – Broadened Named Insured	Included	3
Additional Insured – Managers and Supervisors	Included	4
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured – Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantors of Permits	Included	4
Transfer of Rights of Recovery Against Others To Us	Amended	4
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Liberalization	Included	5
Bodily Injury – Mental Anguish	Included	5
Personal and Advertising Injury – Abuse of Process, Discrimination	Included	5
General Aggregate Per Location	Included	6

A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:
 - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;
 - b. **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.**;
 - c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words “fire insurance” are changed to “insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**.
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted and replaced by the following:

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is amended to read as follows:

(2) A watercraft you do not own that is:

- (a)** Less than 58 feet long; and
- (b)** Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Medical Payments – Limit Increased, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. Under **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, Paragraph a., Item (b) is amended to read:

provided that:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

E. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

F. Supplementary Payments

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision, Items 1.b. and 1.d are amended as follows:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

G. Who is an Insured

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

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a is changed to read:
 - a. Coverage under this provision is afforded until the end of the policy period;
2. Each of the following is also an insured:
 - a. **Broadened Named Insured** – Any subsidiary company of the Named Insured, including any subsidiary company thereof, of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part. However, coverage does not apply to any subsidiary not shown as a Named Insured in the Declarations, if they are also insured under another similar policy, even if the other policy is terminated or the limits of insurance are exhausted.

- b. Managers and Supervisors** – If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
- c. Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- d. Lessors of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation, or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

- e. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

H. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer’s rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

I. Duties in the Event of Occurrence, Offense, Claim or Suit

1. The requirement in Condition **2.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense, applies only when the “occurrence” or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.
2. The requirement in Condition **2.b.** that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership; or
 - c. An executive officer or insurance manager, if you are a corporation.

J. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance upon your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

K. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

L. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** is changed to read:

3. “Bodily injury”:
 - a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
 - b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

M. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of “personal and advertising injury” is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph **14.**, Item **b.** is revised to read:
 - b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph **14.** is amended to include the following:

“Personal and advertising injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

N. General Aggregate Per Location

1. **SECTION III – LIMITS OF INSURANCE**, Paragraph **2.**, is amended to the following:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated location shown in the Declarations:
 - (1) A separate General Aggregate Limit is applicable to each single designated location shown in the Declarations, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations;
 - (2) The General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard,” and for medical expenses under **COVERAGE C** regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or “suits” brought; or
 - (c) Persons or organizations making claims or bringing “suits”;
 - (3) Any payments made under **COVERAGE A** for damages, or under **COVERAGE C** for medical expenses shall reduce the General Aggregate Limit for that designated location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other General Aggregate Limit for any other designated location shown in the Declarations; and
 - (4) The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate

Limit shown in the Declarations, such limits will be subject to the applicable single designated location General Aggregate Limit.

2. For the purposes of this Item **N.**, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

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Product Name: General Liability
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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved 12/02/2008

Comments:

Attachments:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF

AR - NAIC FORM FILING SCHEDULE.PDF

Property & Casualty Transmittal Document

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

3. Group Name	Group NAIC #			
Philadelphia Insurance Companies	0677			
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Philadelphia Indemnity Insurance Company	PA	18058	231738402	

5. Company Tracking Number	GL AR0038102F01
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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
	Diane Quarles One Bala Plaza, Suite 100 Bala Cynwyd PA 19004	Compliance Analyst	877-438-7459	866-478-1433	quarlesd@phlyins.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Diane Quarles		

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

9.	Type of Insurance (TOI)	17.2 Other Liability - Occurrence Only
10.	Sub-Type of Insurance (Sub-TOI)	17.2001 Commercial General Liability
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	General Liability Deluxe
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 1/1/09 Renewal: 1/1/09
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	11/21/08
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	GL AR0038102F01
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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A copy of the endorsement is enclosed for your review.

22.	Filing Fees (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: Amount:	
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

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

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1. This filing transmittal is part of Company Tracking #	GL AR0038102F01
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2. This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	General Liability Deluxe Endorsement: Real Estate/Office Parks/Shopping Centers	PI-GLD-RA (09/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		