

SERFF Tracking Number: TRVD-125764262 State: Arkansas
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2008-07-0003-F
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability
Product Name: GL Technology Program
Project Name/Number: GL Technology Program/2008-07-0003-F

Filing at a Glance

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

Product Name: GL Technology Program SERFF Tr Num: TRVD-125764262 State: Arkansas
TOI: 17.0 Other Liability-Occ/Claims Made SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 2008-07-0003-F State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts
Authors: Margaret Salsbury, Tia Slivinsky Disposition Date: 12/03/2008
Date Submitted: 10/03/2008 Disposition Status: Approved
Effective Date Requested (New): 08/01/2009 Effective Date (New):
Effective Date Requested (Renewal): 08/01/2009 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: GL Technology Program Status of Filing in Domicile: Authorized
Project Number: 2008-07-0003-F Domicile Status Comments: Authorized in CT,
Pending in NY
Reference Organization: N/A Reference Number: N/A
Reference Title: N/A Advisory Org. Circular: N/A
Filing Status Changed: 12/03/2008
State Status Changed: 10/24/2008 Deemer Date:
Corresponding Filing Tracking Number: N/A
Filing Description:
See Cover Letter(s).

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 Ltd.,(U.S.Branch), ...
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Company and Contact

Filing Contact Information

Margaret Salisbury, Senior Regulatory Analyst MSALSBUR@travelers.com
 One Tower Square (860) 277-6470 [Phone]
 Hartford, CT 06183 (860) 277-9730[FAX]

Filing Company Information

NIPPONKOA Insurance Company CoCode: 27073 State of Domicile: New York
 Ltd.,(U.S.Branch)

One Tower Square Group Code: 2558 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 98-0032627

The Charter Oak Fire Insurance Company CoCode: 25615 State of Domicile: Connecticut
 One Tower Square Group Code: 3548 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 06-0291290

The Phoenix Insurance Company CoCode: 25623 State of Domicile: Connecticut
 One Tower Square Group Code: 3548 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 06-0303275

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

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

The Travelers Indemnity Company Of CoCode: 25682 State of Domicile: Connecticut

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Connecticut

One Tower Square
Hartford, CT 06183
(860) 277-6470 ext. [Phone]

Group Code: 3548
Group Name:
FEIN Number: 06-0336212

Company Type:
State ID Number:

Travelers Property Casualty Company of
America

One Tower Square
Hartford, CT 06183
(860) 277-6470 ext. [Phone]

CoCode: 25674
Group Code: 3548
Group Name:
FEIN Number: 36-2719165

State of Domicile: Connecticut

Company Type:
State ID Number:

SERFF Tracking Number: TRVD-125764262 State: Arkansas
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Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 50.00 FLAT FEE FOR FORM FILINGS.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
NIPPONKOA Insurance Company Ltd.,(U.S.Branch)	\$0.00	10/03/2008	
The Charter Oak Fire Insurance Company	\$0.00	10/03/2008	
The Phoenix Insurance Company	\$0.00	10/03/2008	
The Travelers Indemnity Company	\$50.00	10/03/2008	22904815
The Travelers Indemnity Company of America	\$0.00	10/03/2008	
The Travelers Indemnity Company Of Connecticut	\$0.00	10/03/2008	
Travelers Property Casualty Company of America	\$0.00	10/03/2008	

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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	Margaret Salsbury	11/19/2008	11/19/2008
Pending Industry Response	Edith Roberts	10/24/2008	10/24/2008	Margaret Salsbury	10/27/2008	10/27/2008

<i>SERFF Tracking Number:</i>	<i>TRVD-125764262</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>NIPPONKOA Insurance Company Ltd.,(U.S.Branch), ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-07-0003-F</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>GL Technology Program</i>		
<i>Project Name/Number:</i>	<i>GL Technology Program/2008-07-0003-F</i>		

Disposition

Disposition Date: 12/03/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Approval contingent upon amendments as outlined in Company Response letters of Oct 27, and Nov 19, 2008.

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Forms Transmittal Supplement		Yes
Supporting Document	Explanatory Memorandum		Yes
Supporting Document	Form - CG F4 91 07 08		Yes
Form	Technology XTEND Endorsement		Yes
Form	Amendment of Property Damage Definition		Yes
Form	Amendment - Other Insurance Condition and Meaning of Other Insurance, Other Insurer and Insurer		Yes
Form	Amendment of Contractual Liability Exclusion - Exception for Damages Assumed in an Insured Contract Applies Only to Named Insured		Yes
Form	Amendment of Supplementary Payments - Taxed Costs and Appeal Bonds		Yes
Form	Coverage Territory Limitation		Yes
Form	Limitation When Two or More Policies Apply to the Same Claim or Suit		Yes
Form	Other Insurance - Additional Insureds - Primary and Non-Contributory With Respect to Certain Other Insurance		Yes
Form	Other Insurance - Designated Additional Insureds - Primary and Non-Contributory With Respect to Certain Other Insurance		Yes
Form	Medical and Biotechnology XTEND Endorsement		Yes
Form	Coverage For Bodily Injury or Personal Injury to Co-Employees or Co-Volunteer Workers		Yes
Form	Amendment of Coverage - Products-Completed Operations Hazard - Medical and Biotechnology		Yes

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Form	International - Amendment of Coverage - With Exclusions For Acts of Terrorism Committed Outside the United States	Yes
Form	International Products/Completed Operations Liability - Amendment of Coverage - With Exclusion For Acts of Terrorism Committed Outside the United States	Yes
Form	Amendment of Coverage B - Personal and Advertising Injury Liability - Technology	Yes
Form	Amendment of Coverage B - Limited Personal and Advertising Injury Liability - Technology	Yes
Form	Amendment of Coverage B - Personal and Advertising Injury Liability - Technology - With Exclusion For Insureds in Media and Internet Type Businesses	Yes
Form	Exclusion - Products-Completed Operations Hazard - Medical and Biotechnology	Yes
Form	Exclusion - Medical or Biotechnology Products Being Tested in a Human Clinical Trial	Yes
Form	Exclusion - Unapproved Medical or Biotechnology Products	Yes
Form	Prior Personal Injury and Advertising Injury Liability Coverage - Technology	Yes
Form	Exclusion - Professional Health Care Services	Yes
Form	Defense Expenses Outside of Limits	Yes
Form	Defense Expenses Outside of Limits and Deductibles	Yes
Form	Exclusion - Infectious Diseases	Yes
Form	Exclusion - Latex	Yes
Form	Exclusion - Silicone	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 Margaret Salsbury,

This will acknowledge receipt of the captioned filing.

Please refer to CG 21 27, and my objections as outlined in my previous objection regarding the Extended Reporting Periods. These must be amended in accordance with the code as requested.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/19/2008
Submitted Date 11/19/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: This is in response to your November 5, 2008 objection. Attached please find our endorsement – CG F4 91 07 08 -Arkansas Changes- Medical and Biotechnology Products / Completed Operations Liability. This endorsement complies with the Extended Reporting Period requirements of the Arkansas code.

Please note that the Basic Extended Reporting Period condition in the Medical and Biotechnology Products/Completed Operations Liability Coverage Part is 90 days which already exceeds the code requirement of 60 days. This endorsement also adds a 'Right to Your Claim and "Occurrence" Information' condition, revises the Supplemental

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Extended Reporting Period condition to comply with Arkansas code and replaces the definition of pollutants consistent with previously approved endorsement CG F4 27 09 08.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Form - CG F4 91 07 08

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Margaret Salisbury, Tia Slivinsky

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Project Name/Number: GL Technology Program/2008-07-0003-F

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 10/24/2008

Submitted Date 10/24/2008

Respond By Date

Dear Margaret Salsbury,

This will acknowledge receipt of the captioned filing.

Form CG T1 27 07 08, MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM, contains defense within the limits of liability which is prohibited by AR Code Anno. 23-79-307 (5) (a). Please amend or withdraw.

Also please refer to Section VI, 3 and VI, 5 on page 12. The basic and supplemental Extended Reporting Periods must comply as follows:

The basic ERP must be in compliance with Ark. Code Ann. §23-79-306 (b) (c). The policy must indicate that the insurer must provide at no additional charge an automatic sixty (60) day Extended Reporting Period upon cancellation or termination (for any reason including non-payment of premium or deductibles owed) of the policy by the insured or insurer. And, at the expiration of the automatic sixty (60) day extended reporting period, a supplemental (optional) extended reporting period endorsement must be offered by the insurer.

You may not refuse either the basic 60 day ERP or fail to put into force the supplemental optional ERP if requested by the insured and premium paid. In cases of termination for non-payment of premium, the ERPs may only be refused for flat cancellation as of the date of inception.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 10/27/2008

Submitted Date 10/27/2008

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Dear Edith Roberts,

Comments:

Response 1

Comments: This is in response to your objection dated October 24, 2008.

With regards to Defense within Limits of Liability, please refer to our submitted form: CG D4 45 07 08 – Defense Expenses Outside of Limits This form addresses your concerns. We will make this form mandatory for business domiciled in Arkansas.

In regard to Extended Reporting Period, we believe we have met the Arkansas requirements as out lined in AR-23 79-306. This requirement indicates that we must provide a 60 limited reporting period that takes effective at termination or cancellation of the policy. We provide 90 days of coverage beginning at the ending date of the coverage which benefits the insured.

Hopefully this information will allow our filing to be granted.

Regards,

Margaret Salsbury

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Margaret Salsbury, Tia Slivinsky

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	Technology XTEND Endorsement	CG D4 17 07-08	07 08	Endorsement/Amendment/Conditions	New	0.00	CG D4 17 07 08 Tech Xtend Endt.pdf
	Amendment of Property Damage Definition	CG D4 19 07-08	07 08	Endorsement/Amendment/Conditions	New	0.00	CG D4 19 07 08 - PPC-CGL-PDDef-Endt.pdf
	Amendment - Other Insurance Condition and Meaning of Other Insurance, Other Insurer and Insurer	CG D4 20 07-08	07 08	Endorsement/Amendment/Conditions	New	0.00	CG D4 20 07 08 -PPC-CGL-Other Ins Def-Endt.pdf
	Amendment of Contractual Liability Exclusion - Exception for Damages Assumed in an Insured Contract Applies Only to Named Insured	CG D4 21 07-08	07 08	Endorsement/Amendment/Conditions	New	0.00	CG D4 21 07 08 -PPC-CGL-Cont Liab Excl-Endt.pdf
	Amendment of Supplementary Payments - Taxed Costs and Appeal Bonds	CG D4 22 07-08	07 08	Endorsement/Amendment/Conditions	New	0.00	CG D4 22 07 08 - PPC-CGL-Taxed Costs Appea Bonds-Endt.pdf
	Coverage Territory	CG D4 23 07-08	07 08	Endorsement/Amendment	New	0.00	CG D4 23 07 08 - Prod

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Limitation		ent/Condi ons		Consol-CGL- Covg Territory Limit Endt.pdf
Limitation When Two or More Policies Apply to the Same Claim or Suit	CG D4 24 07-08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	CG D4 24 07 08 - Prod Conso l- CGL- Limit Two Policies Apply Endt.pdf
Other Insurance - Additional Insureds - Primary and Non- Contributory With Respect to Certain Other Insurance	CG D4 25 07-08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	CG D4 25 07 08 - Prod Consol - CGL-Other Ins Addl Insd Prim Non Contrib Endt.pdf
Other Insurance - Designated Additional Insureds - Primary and Non- Contributory With Respect to Certain Other Insurance	CG D4 26 07-08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	CG D4 26 07 08 - Prod Consol-CGL- Other Ins Addl Insd Prim Non Contrib Endt- Desc.pdf
Medical and Biotechnology XTEND Endorsement	CG D4 30 07-08 07 08	Endorseme New nt/Amendm ent/Condi ons	0.00	CG D4 30 07 08 MedBioTech Xtend Endt.pdf
Coverage For Bodily Injury or Personal Injury to	CG D4 32 07-08 07 08	Endorseme New nt/Amendm ent/Condi	0.00	CG D4 32 07 08 - GL Fellow

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	Co-Employees or Co-Volunteer Workers	ons	Employee Coverage Endt.pdf
	Amendment of Coverage - Products- Completed Operations Hazard - Medical and Biotechnology International - Amendment of Coverage - With Exclusions For Acts of Terrorism Committed Outside the United States	CG D4 33 07-08 07 08 Endorseme New nt/Amendm ent/Condi ons	0.00 CG D4 33 07 08 - Amendment of Coverage - PCOH - MedTech.pdf
	International Products/Comple ed Operations Liability - Amendment of Coverage - With Exclusion For Acts of Terrorism Committed Outside the United States	CG D4 34 07-08 07 08 Endorseme New nt/Amendm ent/Condi ons	0.00 CG D4 34 07 08 - GL International Endorsemen t.pdf
	International Products/Comple ed Operations Liability - Amendment of Coverage - With Exclusion For Acts of Terrorism Committed Outside the United States	CG D4 35 07-08 07 08 Endorseme New nt/Amendm ent/Condi ons	0.00 CG D4 35 07 08 - GL International P-CO Endorsemen t.pdf
	Amendment of Coverage B - Personal and Advertising Injury Liability - Technology	CG D4 36 07-08 07 08 Endorseme New nt/Amendm ent/Condi ons	0.00 CG D4 36 07 08 - Coverage B Endt - Tech.pdf
	Amendment of	CG D4 37 07-08 Endorseme New	0.00 CG D4 37 07

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Coverage B - 07 08	nt/Amendm		08 - Limited
Limited Personal	ent/Condi		Coverage B
and Advertising	ons		Endt -
Injury Liability -			Tech.pdf
Technology			
Amendment of CG D4 38 07-08	Endorseme New	0.00	CG D4 38 07
Coverage B - 07 08	nt/Amendm		08 -
Personal and	ent/Condi		Coverage B
Advertising Injury	ons		Endt - Tech -
Liability -			With Excl
Technology -			j.pdf
With Exclusion			
For Insureds in			
Media and			
Internet Type			
Businesses			
Exclusion - CG D4 39 07-08	Endorseme New	0.00	CG D4 39 07
Products- 07 08	nt/Amendm		08 - PCOH
Completed	ent/Condi		Exclusion-
Operations	ons		MedTech.pdf
Hazard - Medical			
and			
Biotechnology			
Exclusion - CG D4 40 07-08	Endorseme New	0.00	CG D4 40 07
Medical or 07 08	nt/Amendm		08 - Medical
Biotechnology	ent/Condi		or
Products Being	ons		Biotechnolog
Tested in a			y used in
Human Clinical			human
Trial			clinical
			trial.pdf
Exclusion - CG D4 41 07-08	Endorseme New	0.00	CG D4 41 07
Unapproved 07 08	nt/Amendm		08 -
Medical or	ent/Condi		Unapproved
Biotechnology	ons		Medical or
Products			BioTech
			Products

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					Exclusion.pdf
Prior Personal Injury and Advertising Injury Liability Coverage - Technology	CG D4 42 07-08 07 08	Endorsement/Amendment/Conditions	New	0.00	CG D4 42 07 08 - Prior PI-AI Coverage Endt.pdf
Exclusion - Professional Health Care Services	CG D4 44 07-08 07 08	Endorsement/Amendment/Conditions	New	0.00	CG D4 44 07 08 Professional Health Care Services Exclusion.pdf
Defense Expenses Outside of Limits	CG D4 45 07-08 07 08	Endorsement/Amendment/Conditions	New	0.00	CG D4 45 07 08 MedTech-Defense Expenses Outside Limits.pdf
Defense Expenses Outside of Limits and Deductibles	CG D4 46 07-08 07 08	Endorsement/Amendment/Conditions	New	0.00	CG D4 46 07 08 MedTech-Defense Expenses Outside Limits Deductibles.pdf
Exclusion - Infectious Diseases	CG D4 47 07-08 07 08	Endorsement/Amendment/Conditions	New	0.00	CG D4 47 07 08 MedTech-Infectious Disease Exclusion.pdf

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Exclusion - Latex	CG D4 48 07-08 07 08	Endorseme New nt/Amendm ent/Condi tions	0.00	CG D4 48 07 08 MedTech - Latex Exclusion.pdf
Exclusion - Silicone	CG D4 49 07-08 07 08	Endorseme New nt/Amendm ent/Condi tions	0.00	CG D4 49 07 08 MedTech- Silicone Exclusion.pdf
Products Batch Limitation	CG D4 50 07-08 07 08	Endorseme New nt/Amendm ent/Condi tions	0.00	CG D4 50 07 08 MedTech- Products Batch Limitation.pdf
Designated Professional Services Coverage	CG D4 51 07-08 07 08	Endorseme New nt/Amendm ent/Condi tions	0.00	CG D4 51 07 08 MedTech- Designated Professional Services.pdf
Exclusion - Specified Drugs	CG D4 52 07-08 07 08	Endorseme New nt/Amendm ent/Condi tions	0.00	CG D4 52 07 08 MedTech- Specified Drugs Exclusion.pdf
Supplemental Extended Reporting Period Endorsement	CG D4 53 07-08 07 08	Endorseme New nt/Amendm ent/Condi tions	0.00	CG D4 53 07 08 Supp ERP Endorsemen t.pdf
International -	CG D4 55 07-08	Endorseme New	0.00	CG D4 55 07

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<i>Project Name/Number:</i>	GL Technology Program/2008-07-0003-F		

Amendment Of Coverage	07 08	nt/Amendm ent/Condi tions		08 - EBL International Endorsemen t (2).pdf
Deductible Endorsement - Limits Of Insurance Apply Excess Of Deductibles	CG D4 56 07-08 07 08	Endorseme New nt/Amendm ent/Condi tions	0.00	CG D4 56 07 08 ProdConsol- CGL- DedEndt- Large- LimitsExcess) .pdf
Medical and Biotechnology Products/Comple ted Operations Liability Coverage Part Declarations	CG T0 78 07-08 07 08	Declaration New s/Schedule	0.00	CG T0 78 07 08 MedBiotech PCO Dec.pdf
Declarations Premium Schedule Medical and Biotechnology Products/Complic ated Operations Liability Coverage Part	CG T0 79 07-08 07 08	Declaration New s/Schedule	0.00	CG T0 79 07 08 MedTech Premium Schedule.pdf
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- | | |
|---|--|
| A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion | J. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Non-Owned Watercraft Less Than 75 Feet | K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement |
| C. Aircraft Chartered With Pilot | L. Blanket Additional Insured – Broad Form Vendors |
| D. Damage To Premises Rented To You | M. Who Is An Insured – Unnamed Subsidiaries |
| E. Increased Supplementary Payments | N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures |
| F. Who Is An Insured – Employees And Volunteer Workers – First Aid | O. Contractual Liability – Railroads |
| G. Who Is An Insured – Employees – Supervisory Positions | P. Knowledge And Notice Of Occurrence Or Offense |
| H. Who Is An Insured – Newly Acquired Or Formed Organizations | Q. Unintentional Omission |
| I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | R. Blanket Waiver Of Subrogation |

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES -- COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"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 any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

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

- (2)** A watercraft you do not own that is:
- (a)** Less than 75 feet long; and
 - (b)** Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

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

This exclusion does not apply to an aircraft that is:

- (a)** Chartered with a pilot to any insured;
- (b)** Not owned by any insured; and
- (c)** Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**
Exclusions **c.**, **g.** and **h.**, and Paragraphs **(1)**, **(3)** and **(4)** of Exclusion **j.**, do not apply to “premises damage”. Exclusion **f.(1)(a)** does not apply to “premises damage” caused by fire unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to “premises damage” as described in Paragraph **6.** of Section **III – Limits Of Insurance.**
3. The following replaces Paragraph **6.** of **SECTION III - LIMITS OF INSURANCE:**
 - 6.** Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “premises damage” to any one premises.
The Damage To Premises Rented To You Limit will be:
 - a.** The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b.** \$100,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph **a.** of the definition of “insured contract” in the **DEFINITIONS** Section:
 - a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for “premises damage” is not an “insured contract”;
5. The following is added to the **DEFINITIONS** Section:

“Premises damage” means “property damage” to:

 - a.** Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - b.** The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**
 - (b)** That is insurance for “premises damage”; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - FIRST AID

1. The following is added to the definition of “occurrence” in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, “occurrence” also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or “Good Samaritan services” to a person.
2. The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your “employees” or "volunteer workers" providing or failing to provide first aid or “Good Samaritan services” during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or “Good Samaritan services” to any one person will be deemed to be one “occurrence”.
4. The following is added to the **DEFINITIONS** Section:

“Good Samaritan services” means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II - WHO IS AN INSURED**:
 Paragraphs (1)(a), (b) and (c) above do not apply to “bodily injury” or “personal injury” to a co-“employee” in the course of the co-“employee’s” employment by you arising out of work by any of your “employees” who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

- The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED**:
4. Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

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

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and

- b. Arises out of “your products” which are distributed or sold in the regular course of such vendor’s business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in “your products” made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of “your products”;
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor’s premises in connection with the sale of “your products”; or
 - (6) “Your products” which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired “your products”, or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for “bodily injury” or “property damage” that occurred, or “personal injury” or “advertising injury” caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph **c.** of the definition of “insured contract” in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of “insured contract” in the **DEFINITIONS** Section is deleted.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such “occurrence” or offense must be given as soon as practicable only after the “occurrence” or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your “executive officers” or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any “employee” authorized by you to give notice of an “occurrence” or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such “occurrence” or offense must be given as soon as practicable only after the “occurrence” or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization; that is your partner, joint venture member, manager or trustee; or
 - (b) Any “employee” authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an “occurrence” or offense.
 - (3) Notice to us of such “occurrence” or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers’ compensation insurer. This applies only if you subsequently give notice to us of the “occurrence” or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the “occurrence” or offense may result in sums to which the insurance provided under this Coverage Part may apply.

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

Q. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

R. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

- a. “Bodily injury” or “property damage” caused by an “occurrence” that takes place; or

- b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PROPERTY DAMAGE DEFINITION

This endorsement modifies insurance provided under the following:

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

The following replaces the definition of "property damage" in the **DEFINITIONS** section:

"Property damage" means:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces the part of the first paragraph of Paragraph 4., **Other Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that precedes Paragraph a.:

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

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

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph 5. of Section III – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph 4. of Section III – Limits of Insurance applies because the Amendment - Non Cumulation Of Each Occurrence Limit Of Liability and Non Cumulation Of Personal and Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group;
- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

2. The first Subparagraph (2) of Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** regarding any other primary insurance available to you is deleted.
3. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is added as an additional insured under any other policy, including any umbrella or excess policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION –
EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT
APPLIES ONLY TO NAMED INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces Paragraph **(2)** of Exclusion **b.**, **Contractual Liability**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the beginning of Paragraph **2.**, and Paragraphs **2.a.**, **b.**, **c.**, **d.** and **e.**, of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

2. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will have the right and duty to defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which you have assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by you;

c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that we determine that no conflict exists between your interests and the interests of the indemnitee;

e. You and the indemnitee ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend you and the indemnitee; and

3. The following replaces the last sentence of Paragraph **2.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF SUPPLEMENTARY PAYMENTS –
TAXED COSTS AND APPEAL BONDS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following replaces Paragraph 1.e. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

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

2. The following is added to Paragraph 1. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

We will also pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, the cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We do not have to furnish these bonds. These payments will not reduce the limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE TERRITORY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces the definition of "coverage territory" in the **DEFINITIONS** Section:

"Coverage territory" means:

- a.** The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b.** International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c.** All other parts of the world if the injury arises out of "personal injury" or "advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in **a.** above, or in a settlement we agree to.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

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

However, this provision does not apply if the other Coverage Part that applies or applied is umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the applicable limits of insurance shown in the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS – PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE – DESIGNATED ADDITIONAL INSUREDS - PRIMARY
AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER
INSURANCE**

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

SCHEDULE

Designated Additional Insured

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

The following is added to Paragraph 4. a., **Primary Insurance**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance afforded under this Coverage Part to an additional insured designated in the Schedule above is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that if you agree in a written contract or agreement that the insurance afforded to such additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to such other insurance only if:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
MEDICAL AND BIOTECHNOLOGY XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- | | |
|---|---|
| <p>A. Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion</p> | <p>L. Blanket Additional Insured – Lessors Of Leased Equipment</p> |
| <p>B. Clinical Trial Participants – Bodily Injury To Employees Or Volunteer Workers</p> | <p>M. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</p> |
| <p>C. Non-Owned Watercraft Less Than 75 Feet</p> | <p>N. Blanket Additional Insured – Broad Form Vendors</p> |
| <p>D. Aircraft Chartered With Pilot</p> | <p>O. Blanket Additional Insured – Medical Or Biotechnology Products Advisors And Contract or Clinical Research Organizations</p> |
| <p>E. Damage To Premises Rented To You</p> | <p>P. Who Is An Insured – Unnamed Subsidiaries</p> |
| <p>F. Increased Supplementary Payments</p> | <p>Q. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</p> |
| <p>G. Who Is An Insured – Employees And Volunteer Workers – First Aid</p> | <p>R. Contractual Liability – Railroads</p> |
| <p>H. Who Is An Insured – Employees – Supervisory Positions</p> | <p>S. Knowledge And Notice Of Occurrence Or Offense</p> |
| <p>I. Who Is An Insured – Employees – Representations, Warnings Or Instructions With Respect To Products Or Work</p> | <p>T. Unintentional Omission</p> |
| <p>J. Who Is An Insured – Newly Acquired Or Formed Organizations</p> | <p>U. Blanket Waiver Of Subrogation</p> |
| <p>K. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</p> | |

PROVISIONS**A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION**

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"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 any person or property.

B. CLINICAL TRIAL PARTICIPANTS – BODILY INJURY TO EMPLOYEES OR VOLUNTEER WORKERS**1. The following is added to Exclusion e., Employer's Liability, in Paragraph 2., of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This exclusion also does not apply to "bodily injury" to an "employee" arising out of his or her voluntary participation as a human subject in a "clinical trial".

2. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" or co-"volunteer worker" arising out of his or her voluntary participation as a human subject in a "clinical trial".

C. NON-OWNED WATERCRAFT LESS THAN 75 FEET

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

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

- (a)** Less than 75 feet long; and
- (b)** Not being used to carry any person or property for a charge.

D. AIRCRAFT CHARTERED WITH PILOT

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

This exclusion does not apply to an aircraft that is:

- (a)** Chartered with a pilot to any insured;
- (b)** Not owned by any insured; and
- (c)** Not being used to carry any person or property for a charge.

E. DAMAGE TO PREMISES RENTED TO YOU**1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.****2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:

- 6.** Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$100,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

 - a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
 - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
 6. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for "premises damage"; or
 7. Paragraph **4.b.(1)(c)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

F. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.
2. The following is added to Paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

“Good Samaritan services” means any emergency medical services for which no compensation is demanded or received.

H. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to “bodily injury” or “personal injury” to a co-“employee” in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

I. WHO IS AN INSURED – EMPLOYEES – REPRESENTATIONS, WARNINGS OR INSTRUCTIONS WITH RESPECT TO PRODUCTS OR WORK

The following is added to Paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" or "personal injury" arising out of any:

- (i) Representation made at any time, or that should have been made, by any of your "employees" with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety, or use of "your products" or "your work"; or
- (ii) Warnings or instructions provided, or that should have been provided, by any of your "employees" with respect to "your products" or "your work".

J. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

4. Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal injury" or “advertising injury” arising out of an offense committed before you acquired or formed the organization.

K. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

L. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for “bodily injury”, “property damage”, “personal injury” or “advertising injury” caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any “bodily injury” or “property damage” caused by an “occurrence” that takes place, or “personal injury” or “advertising injury” caused by an offense that is committed, after the equipment lease expires.

M. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

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

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” that:

- a. Is caused by an “occurrence” that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

N. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

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

- a. Is caused by an “occurrence” that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of “your products” which are distributed or sold in the regular course of such vendor’s business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in “your products” made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of “your products”;
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor’s premises in connection with the sale of “your products”; or
 - (6) “Your products” which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

O. BLANKET ADDITIONAL INSURED – MEDICAL OR BIOTECHNOLOGY PRODUCTS ADVISORS AND CONTRACT OR CLINICAL RESEARCH ORGANIZATIONS

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

Any person or organization that is serving or has served as:

- a. An advisor or consultant, including a scientific advisory board and its members, in a review of the design or development of "your medical products" or "your biotechnology products"; or
- b. A contract or clinical research organization, including its employees, for a "clinical trial" of "your medical products" or "your biotechnology products";

is an insured, but only for "bodily injury" or "property damage" arising out of those products. However, no such person or organization is an insured for "bodily injury" or "property damage" arising out of its providing or failing to provide professional health care services.

P. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

Q. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

R. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

S. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2.**, **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II – Who Is An Insured**:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization; that is your partner, joint venture member, manager or trustee; or
 - (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

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

T. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

U. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE FOR BODILY INJURY OR PERSONAL INJURY TO
CO-EMPLOYEES OR CO-VOLUNTEER WORKERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following replaces the beginning of Paragraph **2.a.**, and Paragraphs **2.a.1.(a)**, **(b)** and **(c)**, of **SECTION II – WHO IS AN INSURED:**

- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization 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. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1)** "Bodily injury" or "personal injury":
 - (a)** To you;
 - (b)** To your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company);
 - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**AMENDMENT OF COVERAGE – PRODUCTS-COMPLETED OPERATIONS
HAZARD – MEDICAL AND BIOTECHNOLOGY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**PROVISIONS**

1. The following replaces the definition of "products-completed operations hazard" in the **DEFINITIONS** Section:

"Products-completed operations hazard":

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

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

2. The following replaces the definition of "your product" in the **DEFINITIONS** Section:

"Your product":

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**INTERNATIONAL – AMENDMENT OF COVERAGE – WITH EXCLUSIONS
FOR ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**PROVISIONS**

1. The following replaces the definition of "coverage territory" in the **DEFINITIONS** Section:

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. All other countries or jurisdictions in the world except the "prohibited area"; or
- c. International waters or airspace, unless the "bodily injury" or "property damage" is caused by an "occurrence" that takes place, or the "personal injury" or "advertising injury" is caused by an offense that is committed, in the course of travel or transportation to, from or within the "prohibited area";

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought anywhere in the world except the "prohibited area", or in a settlement we agree to.

2. The following is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Acts Of Terrorism Committed Outside The United States

"Bodily injury" or "property damage" arising out of any "act of terrorism" that is committed outside the United States of America (including its territories and possessions and Puerto Rico) but otherwise within the "coverage territory".

3. The following is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

Acts Of Terrorism Committed Outside The United States

"Personal injury" or "advertising injury" arising out of any "act of terrorism" that is committed outside the United States of America (including its territories and possessions and Puerto Rico) but otherwise within the "coverage territory".

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

When We Are Prohibited From Defending An Insured

If the laws or regulations of a country or jurisdiction prohibit us from fulfilling our duty to defend an insured, the insured will be responsible for providing that defense. We will repay that insured for the reasonable expenses incurred to provide such defense. Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

When We Are Prohibited From Paying Damages Or Medical Expenses On Behalf Of An Insured

If the laws or regulations of a country or jurisdiction prohibit us from paying, on behalf of an insured, amounts that the insured is legally required to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies, or medical expenses under Coverage **C**, the insured may pay such damages or medical expenses with our consent.

If the insured gives us proof of such payments, we will repay the insured for such damages or medical expenses. But we will only repay the insured for such damages or medical expenses up to the applicable limit of insurance.

When We Are Prohibited From Paying Supplementary Payments

If the laws or regulations of a country or jurisdiction prohibit us from paying a Supplementary Payment, we will repay an insured for such Supplementary Payment that the insured incurs.

Currency

Payments for damages, reasonable expenses to defend an insured, medical expenses or Supplementary Payments will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for the payment of damages will be calculated based on the rate of exchange published in the next Wall Street Journal subsequent to the date of judgment or settlement. Any necessary currency conversion for the payment of reasonable expenses to defend an insured, medical expenses or Supplementary Payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

Limitations On Our Representations And Responsibility

It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

5. The following is added to the DEFINITIONS Section:

“Act of terrorism” means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion.

“Prohibited area” means any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INTERNATIONAL PRODUCTS/COMPLETED OPERATIONS LIABILITY –
AMENDMENT OF COVERAGE – WITH EXCLUSION FOR ACTS OF
TERRORISM COMMITTED OUTSIDE THE UNITED STATES**

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

PROVISIONS

1. The following replaces the definition of "coverage territory" in the **DEFINITIONS** Section, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard":

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. All other countries or jurisdictions in the world except the "prohibited area"; or
- c. International waters or airspace, unless the "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the course of travel or transportation to, from or within the "prohibited area";

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought anywhere in the world except the "prohibited area", or in a settlement we agree to.

2. The following is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Acts Of Terrorism Committed Outside The United States

"Bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of any "act of terrorism" that is committed outside the United States of America (including its territories and possessions and Puerto Rico) but otherwise within the "coverage territory".

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

When We Are Prohibited From Defending An Insured

If the laws or regulations of a country or jurisdiction prohibit us from fulfilling our duty to defend an insured, the insured will be responsible for providing that defense. We will repay that insured for the reasonable expenses incurred to provide such defense, subject to the limits as described in Section III - Limits Of Insurance. Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

When We Are Prohibited From Paying Damages On Behalf Of An Insured

If the laws or regulations of a country or jurisdiction prohibit us from paying, on behalf of an insured, amounts that the insured is legally required to pay as damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", the insured may pay such damages with our consent.

If the insured gives us proof of such payments, we will repay the insured for such damages. But we will only repay the insured for such damages up to the applicable limit of insurance.

When We Are Prohibited From Paying Supplementary Payments

If the laws or regulations of a country or jurisdiction prohibit us from paying a Supplementary Payment, we will repay an insured for such Supplementary Payment that the insured incurs.

Currency

Payments for damages, reasonable expenses to defend an insured, medical expenses or Supplementary Payments will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for the payment of damages will be

calculated based on the rate of exchange published in the next Wall Street Journal subsequent to the date of judgment or settlement. Any necessary currency conversion for the payment of reasonable expenses to defend an insured, medical expenses or Supplementary Payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

Limitations On Our Representations And Responsibility

It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

4. The following is added to the **DEFINITIONS** Section:

“Act of terrorism” means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion.

“Prohibited area” means any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

A. AMENDMENT OF DEFINITION OF PERSONAL AND ADVERTISING INJURY

The following replaces the definition of “personal and advertising injury” in the **DEFINITIONS** Section:

“Personal and advertising injury” means “personal injury” or “advertising injury”.

B. AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION – EXCEPTION FOR DAMAGES BECAUSE OF PERSONAL INJURY ASSUMED BY NAMED INSURED IN AN INSURED CONTRACT

1. The following is added to Exclusion **e.**, **Contractual Liability**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This exclusion also does not apply to liability for damages because of “personal injury” assumed by you in a contract or agreement that is an “insured contract”, provided that the “personal injury” is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an “insured contract”, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of “personal injury”, provided that:

- (1) Liability to such party for, or for the cost of, that party’s defense has also been assumed by you in the same “insured contract”; and
 - (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
2. The following replaces the third sentence of Paragraph **2.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** or Paragraph **2.e.** of Section **I – Coverage B – Personal and Advertising Injury Liability**, such payments will not be deemed to be damages because of “bodily injury”, “property damage” or “personal injury”, and will not reduce the limits of insurance.
 3. The following replaces the first paragraph of Paragraph **f.** of the definition of “insured contract” in the **DEFINITIONS** Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury”, “property damage” or “personal injury” to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. DELETION OF EXCLUSIONS J. AND K.

1. Exclusion **j.**, **Insureds In Media And Internet Type Businesses**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted.
2. Exclusion **k.**, **Electronic Chatrooms Or Bulletin Boards**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted.

D. AMENDMENT OF OTHER EXCLUSIONS

1. The following replaces Exclusion **b.**, **Material Published With Knowledge Of Falsity**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
 - b. Material Published With Knowledge Of Falsity**
 "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.
2. The following replaces Exclusion **c.**, **Material Published Prior To Policy Period**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
 - c. Material Published Or Used Prior To Policy Period**
 - (1) "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
 - (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.
3. The following replaces Exclusion **f.**, **Breach Of Contract**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
 - f. Breach Of Contract**
 "Advertising injury" arising out of a breach of contract.
4. The following replaces Exclusion **g.**, **Quality Or Performance of Goods – Failure To Conform To Statements**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
 - g. Quality Or Performance Of Goods – Failure To Conform To Statements**
 "Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
5. The following replaces Exclusion **h.**, **Wrong Description Of Prices**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
 - h. Wrong Description Of Prices**
 "Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
6. The following replaces Exclusion **i.**, **Infringement Of Copyright, Patent, Trademark, Or Trade Secret**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
 - i. Intellectual Property**
 "Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:
 - (1) Copyright;
 - (2) Patent;
 - (3) Trade dress;
 - (4) Trade name;
 - (5) Trademark;
 - (6) Trade secret; or
 - (7) Other intellectual property rights or laws.

This exclusion does not apply to:

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

E. AMENDMENT OF WHO IS AN INSURED

The following replaces the introductory phrase of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

- (1) "Bodily injury" or "personal injury":

F. AMENDMENT OF LIMITS OF INSURANCE

The following replaces Paragraph 4. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

G. ADDITIONAL DEFINITIONS

The following is added to the **DEFINITIONS** Section:

"Advertising injury":

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

"Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

- (a)** Appropriates a person's name, voice, photograph or likeness;
- (b)** Unreasonably places a person in a false light; or
- (c)** Discloses information about a person's private life.

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

"Slogan":

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**AMENDMENT OF COVERAGE B –
LIMITED PERSONAL AND ADVERTISING INJURY LIABILITY –
TECHNOLOGY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS**A. AMENDMENT OF DEFINITION OF PERSONAL AND ADVERTISING INJURY**

The following replaces the definition of “personal and advertising injury” in the **DEFINITIONS** Section:

“Personal and advertising injury” means “personal injury” or “advertising injury”.

B. AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION – EXCEPTION FOR DAMAGES BECAUSE OF PERSONAL INJURY ASSUMED BY NAMED INSURED IN AN INSURED CONTRACT

1. The following is added to Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This exclusion also does not apply to liability for damages because of “personal injury” assumed by you in a contract or agreement that is an “insured contract”, provided that the “personal injury” is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an “insured contract”, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of “personal injury”, provided that:

- (1) Liability to such party for, or for the cost of, that party’s defense has also been assumed by you in the same “insured contract”; and
 - (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:
Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of “bodily injury”, “property damage”, or “personal injury”, and will not reduce the limits of insurance.
 3. The following replaces the first paragraph of Paragraph f. of the definition of “insured contract” in the **DEFINITIONS** Section:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury”, “property damage” or “personal injury” to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. DELETION OF EXCLUSIONS J. AND K.

1. Exclusion j., **Insureds In Media And Internet Type Businesses**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted.
2. Exclusion k., **Electronic Chatrooms Or Bulletin Boards**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted.

D. AMENDMENT OF OTHER EXCLUSIONS

1. The following replaces Exclusion c., **Material Published Prior To Policy Period**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

c. Material Used Prior To Policy Period

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

2. The following replaces Exclusion **f.**, **Breach Of Contract**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

f. Breach Of Contract

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

3. The following replaces Exclusion **g.**, **Quality Or Performance of Goods – Failure To Conform To Statements**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

g. Quality Or Performance Of Goods – Failure To Conform To Statements

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

4. The following replaces Exclusion **h.**, **Wrong Description Of Prices**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

h. Wrong Description Of Prices

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

5. The following replaces Exclusion **i.**, **Infringement Of Copyright, Patent, Trademark, Or Trade Secret**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

i. Intellectual Property

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

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

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

E. AMENDMENT OF WHO IS AN INSURED

The following replaces the introductory phrase of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

- (1) "Bodily injury" or "personal injury":

F. AMENDMENT OF LIMITS OF INSURANCE

The following replaces Paragraph 4. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

G. ADDITIONAL DEFINITIONS

The following is added to the **DEFINITIONS** Section:

"Advertising injury":

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

"Personal injury":

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

"Slogan":

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

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

PROVISIONS

A. AMENDMENT OF DEFINITION OF PERSONAL AND ADVERTISING INJURY

The following replaces the definition of “personal and advertising injury” in the **DEFINITIONS** Section:
“Personal and advertising injury” means “personal injury” or “advertising injury”.

B. AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION – EXCEPTION FOR DAMAGES BECAUSE OF PERSONAL INJURY ASSUMED BY NAMED INSURED IN AN INSURED CONTRACT

1. The following is added to Exclusion e., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

This exclusion also does not apply to liability for damages because of “personal injury” assumed by you in a contract or agreement that is an “insured contract”, provided that the “personal injury” is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an “insured contract”, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of “personal injury”, provided that:

- (1) Liability to such party for, or for the cost of, that party’s defense has also been assumed by you in the same “insured contract”; and
- (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of “bodily injury”, “property damage” or “personal injury”, and will not reduce the limits of insurance.

3. The following replaces the first paragraph of Paragraph f. of the definition of “insured contract” in the **DEFINITIONS** Section:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury”, “property damage” or “personal injury” to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. DELETION OF EXCLUSION K.

Exclusion k., **Electronic Chatrooms Or Bulletin Boards**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** is deleted.

D. AMENDMENT OF OTHER EXCLUSIONS

1. The following replaces Exclusion **b.**, **Material Published With Knowledge Of Falsity**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
 - b. Material Published With Knowledge Of Falsity**
 "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.
2. The following replaces Exclusion **c.**, **Material Published Prior To Policy Period**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
 - c. Material Published Or Used Prior To Policy Period**
 - (1) "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
 - (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.
3. The following replaces Exclusion **f.**, **Breach Of Contract**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
 - f. Breach Of Contract**
 "Advertising injury" arising out of a breach of contract.
4. The following replaces Exclusion **g.**, **Quality Or Performance of Goods – Failure To Conform To Statements**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
 - g. Quality Or Performance Of Goods – Failure To Conform To Statements**
 "Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
5. The following replaces Exclusion **h.**, **Wrong Description Of Prices**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
 - h. Wrong Description Of Prices**
 "Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".
6. The following replaces Exclusion **i.**, **Infringement Of Copyright, Patent, Trademark, Or Trade Secret**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:
 - i. Intellectual Property**
 "Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:
 - (1) Copyright;
 - (2) Patent;
 - (3) Trade dress;
 - (4) Trade name;
 - (5) Trademark;
 - (6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

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

7. The following replaces Exclusion j., Insureds In Media And Internet Type Businesses, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

j. Insureds In Media And Internet Type Businesses

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

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

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

For the purposes of this exclusion:

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

E. AMENDMENT OF WHO IS AN INSURED

The following replaces the introductory phrase of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

- (1) "Bodily injury" or "personal injury":

F. AMENDMENT OF LIMITS OF INSURANCE

The following replaces Paragraph **4.** of **SECTION III – LIMITS OF INSURANCE**:

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

G. ADDITIONAL DEFINITIONS

The following is added to the **DEFINITIONS** Section:

"Advertising injury":

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

(c) Discloses information about a person's private life; or

(3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

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

"Broadcasting" means transmitting any audio or visual material for any purpose:

a. By radio or television; or

b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

(1) Radio or television programming being transmitted;

(2) Other entertainment, educational, instructional, music or news programming being transmitted; or

(3) Advertising transmitted with any of such programming.

"Personal injury":

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

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness;

(b) Unreasonably places a person in a false light; or

(c) Discloses information about a person's private life.

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

"Slogan":

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION – PRODUCTS-COMPLETED OPERATIONS HAZARD –
MEDICAL AND BIOTECHNOLOGY**

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

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Products-Completed Operations Hazard

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

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

"Products-completed operations hazard":

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

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

3. The following replaces the definition of "your product" in the **DEFINITIONS** Section:

"Your product":

- a. Means:

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

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

"Your work":

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in the **MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**:

Medical Or Biotechnology Products Being Tested In A Human Clinical Trial

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – UNAPPROVED MEDICAL OR
BIOTECHNOLOGY PRODUCTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE
PART

The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in the **MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**:

Unapproved Medical Or Biotechnology Products

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

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

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

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

SCHEDULE

Described Prior Time Period Beginning Date: [FILL IN DATE]

PROVISIONS

1. The following is added to Paragraph **1.b., Insuring Agreement**, of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

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

- (1) Arising out of your business;
- (2) Described in Paragraph **a.(4)** or **a.(5)** of the definition of “personal injury”; and
- (3) Committed in the “coverage territory” during the “described prior time period”;

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

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

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

2. The following is added to Paragraph **1.b., Insuring Agreement**, of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

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

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

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

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

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

3. The following is added to Exclusion **c.**, **Material Published Or Used Prior To Policy Period**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

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

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

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

5. The following is added to the **DEFINITIONS** Section:

“Described authorized person” means:

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

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Professional Health Care Services

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

Unless you are in the business or occupation of providing professional health care services, this exclusion does not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor.

2. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

Professional Health Care Services

"Personal injury" or "advertising injury" arising out of the providing or failing to provide professional health care services.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DEFENSE EXPENSES OUTSIDE OF LIMITS**

This endorsement modifies insurance provided under the following:

**MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY
COVERAGE PART**

PROVISIONS

1. The following replaces the Introductory Note:

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

2. The following replaces the third and fourth paragraphs of Paragraph 1.a. of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

When we defend a "suit" against an insured, we will pay reasonable "defense expenses".

We may, at our discretion, investigate any "occurrence" or claim and settle any claim or "suit". But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

3. The following replaces the second, third and fourth paragraphs of Paragraph 1.f. of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

When we defend a "suit" against your indemnitee, we will pay reasonable "defense expenses".

Our obligation to defend your indemnitee ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

If any of the conditions in Paragraphs (1) through (5) above are not met, we will pay reasonable "defense expenses" that are:

- (a) Incurred by or on behalf of your indemnitee to defend itself against a "suit" for damages because of "bodily injury" or "property damage" to which this insurance applies;
- (b) Subject to an "insured contract" under which you have assumed the obligation to defend, or the cost of the defense of, that indemnitee against the "suit"; and
- (c) Awarded against you in a judgment or agreed to by us in a settlement;

as if they are damages because of "bodily injury" or "property damage" to which this insurance applies. Payment of such "defense expenses" will reduce the available limits of insurance.

4. The following replaces Paragraph (2) of Exclusion b., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

(2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable "defense expenses" incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such "defense expenses" are for defense of that party against a civil or alternative dispute resolution proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged.

5. The following replaces Paragraph 1. of **SECTION I – COVERAGES – SUPPLEMENTARY PAYMENTS:**

1. All expenses we incur.

6. The following replaces the last paragraph of **SECTION I – COVERAGES – SUPPLEMENTARY PAYMENTS:**

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

7. The following replaces the first paragraph of Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**

The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury" and "property damage".

8. The following replaces the first paragraph of Paragraph 3. of **SECTION III – LIMITS OF INSURANCE:**

Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

9. The following replaces the first paragraph of Paragraph 4. of **SECTION III – LIMITS OF INSURANCE:**

When this insurance and any other policy or insuring clause in a coverage form or bond written by us or any of our affiliated insurance companies and issued to you or any "controlled organization" or "controlling person or organization" apply or applied to the same claim or "suit", the most we will pay for damages is the highest limit of insurance that applies or applied to the same claim or "suit" under any one of those policies or clauses.

10. The following replaces Paragraph 11., **When We Are Prohibited From Defending An Insured**, of **SECTION V – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS:**

If the laws or regulations of a country or jurisdiction prohibit us from fulfilling our duty to defend an insured, the insured will be responsible for providing that defense. We will repay that insured for the reasonable "defense expenses" incurred to provide such defense. Our duty to make such payments ends when we have used up the applicable limit of insurance with the payment of judgments or settlements.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DEFENSE EXPENSES OUTSIDE OF LIMITS AND DEDUCTIBLES**

This endorsement modifies insurance provided under the following:

**MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY
COVERAGE PART**

PROVISIONS

1. The following replaces the Introductory Note:

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.

2. The following replaces the third and fourth paragraphs of Paragraph 1.a. of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

When we defend a "suit" against an insured, we will pay reasonable "defense expenses".

We may, at our discretion, investigate any "occurrence" or claim and settle any claim or "suit". But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

3. The following replaces the second, third and fourth paragraphs of Paragraph 1.f. of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

When we defend a "suit" against your indemnitee, we will pay reasonable "defense expenses".

Our obligation to defend your indemnitee ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

If any of the conditions in Paragraphs (1) through (5) above are not met, we will pay reasonable "defense expenses" that are:

- (a) Incurred by or on behalf of your indemnitee to defend itself against a "suit" for damages because of "bodily injury" or "property damage" to which this insurance applies;
- (b) Subject to an "insured contract" under which you have assumed the obligation to defend, or the cost of the defense of, that indemnitee against the "suit"; and
- (c) Awarded against you in a judgment or agreed to by us in a settlement;

as if they are damages because of "bodily injury" or "property damage" to which this insurance applies. Payment of such "defense expenses" will reduce the available limits of insurance.

4. The following replaces Paragraph (2) of Exclusion b., **Contractual Liability**, in Paragraph 2. of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable "defense expenses" incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such "defense expenses" are for defense of that party against a civil or alternative dispute resolution proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged.

5. The following replaces Paragraph 1. of **SECTION I – COVERAGES – SUPPLEMENTARY PAYMENTS:**

1. All expenses we incur.

6. The following replaces the last paragraph of **SECTION I – COVERAGES – SUPPLEMENTARY PAYMENTS:**

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

7. The following replaces the first paragraph of Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**

The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury" and "property damage".

8. The following replaces the first paragraph of Paragraph 3. of **SECTION III – LIMITS OF INSURANCE:**

Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

9. The following replaces the first paragraph of Paragraph 4. of **SECTION III – LIMITS OF INSURANCE:**

When this insurance and any other policy or insuring clause in a coverage form or bond written by us or any of our affiliated insurance companies and issued to you or any "controlled organization" or "controlling person or organization" apply or applied to the same claim or "suit", the most we will pay for damages is the highest limit of insurance that applies or applied to the same claim or "suit" under any one of those policies or clauses.

10. The following replaces the first paragraph of Paragraph 1. of **SECTION IV – DEDUCTIBLES:**

The Deductibles shown in the Declarations of this Coverage Part and the rules below fix the amount of damages incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

11. The following replaces Paragraph 2. of **SECTION IV – DEDUCTIBLES:**

2. The Each Occurrence Deductible applies to all damages for all claims or "suits" for "bodily injury" or "property damage" arising out of any one "occurrence".

12. The following replaces the first paragraph of Paragraph 3. of **SECTION IV – DEDUCTIBLES:**

The Aggregate Deductible applies to all damages for all claims or "suits" for "bodily injury" or "property damage".

13. The following replaces Paragraph 4. of **SECTION IV – DEDUCTIBLES:**

4. The applicable limits of insurance will not be reduced by the amount of any damages within the deductible amount.

14. Paragraph 7. of **SECTION IV – DEDUCTIBLES** is deleted.

15. The following replaces Paragraph 8. of **SECTION IV – DEDUCTIBLES:**

8. If you do not reimburse us for a deductible amount that applies to damages and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:

- a. "Our deductible recovery expenses"; and
- b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

16. The following replaces Paragraph 11., *When We Are Prohibited From Defending An Insured*, of SECTION V – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS:

If the laws or regulations of a country or jurisdiction prohibit us from fulfilling our duty to defend an insured, the insured will be responsible for providing that defense. We will repay that insured for the reasonable “defense expenses” incurred to provide such defense. Our duty to make such payments ends when we have used up the applicable limit of insurance with the payment of judgments or settlements.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – INFECTIOUS DISEASES

This endorsement modifies insurance provided under the following:

**MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY
COVERAGE PART**

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Infectious Diseases

“Bodily injury” or “property damage” arising out of:

- (1) The prevention of, or failure to prevent;
- (2) The transmission of;
- (3) Any “infection” caused by the transmission of;
- (4) The testing or failure to test for the presence of; or
- (5) Any counseling provided, or that should have been provided, in connection with; any “infectious pathogen”.

2. The following is added to the **DEFINITIONS** Section:

“Infection” means:

- a. An invasion into the human body by any pathogen that causes physical harm, including sickness or disease, to a person's physical health; or
- b. A sickness or disease caused by an invasion into the human body by any pathogen.

“Infectious pathogen” means any of the following:

- a. Human T Cell Lymphotropic Virus Type I (HTLV-I);
- b. Human T Cell Lymphotropic Virus Type II (HTLV-II);
- c. Human Immunodeficiency Virus Type 1 (HIV-1);
- d. Human Immunodeficiency Virus Type 2 (HIV-2);
- e. Any strain of the Hepatitis virus;
- f. Any virus that causes swine flu; or
- g. Any prion protein that causes any of the transmissible spongiform encephalopathies (TSEs), including Creutzfeldt-Jakob disease (CJD), variant Creutzfeldt-Jakob disease (vCJD), new variant Creutzfeldt-Jakob disease (nvCJD), Gerstmann-Staussler-Scheinker syndrome (GSS), fatal familial insomnia (FFI) and kuru.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – LATEX

This endorsement modifies insurance provided under the following:

**MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY
COVERAGE PART**

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Latex

- (1) "Bodily injury" or "property damage" arising out of any:

- (a) Manufacture, sale, handling, distribution or disposal of latex or "latex products" in any form; or
- (b) Actual, alleged or threatened absorption or use of, or exposure to, latex or "latex products" in any form.

- (2) Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others in any way respond to, or assess the effects of, latex or "latex products" in any form.

2. The following is added to the **DEFINITIONS** Section:

"Latex products":

a. Means:

- (1) Any goods or products that contain latex in any form; and
- (2) Containers, materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time, or that should have been made, with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety or use of such goods or products; and
- (2) The providing of, or failure to provide, warnings or instructions with respect to such goods or products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION – SILICONE

This endorsement modifies insurance provided under the following:

**MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY
COVERAGE PART**

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Silicone

- (1) “Bodily injury” or “property damage” arising out of any:

- (a) Manufacture, sale, handling, distribution or disposal of silicone or “silicone products” in any form; or
- (b) Actual, alleged, or threatened absorption or use of, or exposure to, silicone or “silicone products” in any form.

- (2) Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others in any way respond to, or assess the effects of, silicone or “silicone products” in any form.

2. The following is added to the **DEFINITIONS** Section:

“Silicone products”:

a. Means:

- (1) Any goods or products that contain silicone in any form; and
- (2) Containers, materials, parts or equipment furnished in connection with any such goods or products.

b. Includes:

- (1) Warranties or representations made at any time, or that should have been made, with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety or use of such goods or products; and
- (2) The providing of, or failure to provide, warnings or instructions with respect to such goods or products.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
PRODUCTS BATCH LIMITATION**

This endorsement modifies insurance provided under the following:

**MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY
COVERAGE PART**

PROVISIONS

1. The following is added to Paragraph 1., Insuring Agreement, of SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

All "bodily injury" and "property damage" arising out of any one "batch" of "your products" and sustained by more than one person or organization will be deemed to be caused by one "occurrence" and to occur at the time the first of such "bodily injury" or "property damage" occurs, regardless of:

- (1) The number of "occurrences" that actually caused such "bodily injury" or "property damage";
- (2) The number of persons or organizations making claims or bringing "suits" for such "bodily injury" or "property damage"; or
- (3) When such "bodily injury" or "property damage" actually occurs.

2. The following is added to the DEFINITIONS Section:

"Batch" means the amount or quantity of "your products" that:

- (1) Is produced in a single continuous operation;
- (2) Can be distinguished by the specific date of production or by the batch, lot, or run number assigned to it; and
- (3) Is subject to substantially the same error or defect which makes such products faulty or dangerous.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED PROFESSIONAL SERVICES COVERAGE**

This endorsement modifies insurance provided under the following:

**MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY
COVERAGE PART**

SCHEDULE OF DESIGNATED PROFESSIONAL SERVICES

PROVISIONS

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:
"Occurrence" also means an act or omission committed by a "designated professional" acting within the scope of his or her duties for you in providing or failing to provide professional services shown in the Schedule Of Designated Professional Services.
2. The following is added to the **DEFINITIONS** Section:
"Designated professional" means a person who is licensed or certified to provide the professional services shown in the Schedule Of Designated Professional Services as required by the jurisdiction in which that person is providing those services.
3. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:
Paragraphs **(1)(a), (b)** and **(c)** above do not apply to "bodily injury" arising out of providing or failing to provide professional services shown in the Schedule Of Designated Professional Services by a "designated professional" acting within the scope of his or her duties for you in providing such services.
4. The following is added to Paragraph **3.** of **SECTION III – LIMITS OF INSURANCE**:
For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any "designated professional" in providing or failing to provide professional services shown in the Schedule Of Designated Professional Services to any one person will be deemed to be one "occurrence".
5. The following exclusion is added to Paragraph **2., Exclusions,** of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
Criminal, Dishonest, Fraudulent Or Malicious Wrongful Acts Or Knowing Violations Of Rights Or Laws
"Bodily injury" or "property damage" arising out of any criminal, dishonest, fraudulent or malicious act or omission, or any knowing violation of rights or laws, committed by a "designated professional" in providing or failing to provide professional services shown in the Schedule Of Designated Professional Services.
This exclusion does not apply to any insured who did not consent to, or have knowledge of, such act or omission or knowing violation.
This exclusion also does not apply to our duty to defend:
(1) A "designated professional" who is an insured until it has been determined or admitted in a legal proceeding that such "designated professional" committed such act or omission or knowing violation; or

- (2) Any other insured until it has been determined or admitted in a legal proceeding that such insured consented to, or had knowledge of, such act or omission or knowing violation.
6. The following is added to Exclusion q., **Professional Health Care Services**, in Paragraph 2. of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion also does not apply to "bodily injury" arising out of providing or failing to provide professional services shown in the Schedule Of Designated Professional Services by a "designated professional" acting within the scope of his or her duties for you in providing such services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXCLUSION- SPECIFIED DRUGS

This endorsement modifies insurance provided under the following:

**MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY
 COVERAGE PART**

PROVISIONS

1. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Specified Drugs

- (1) “Bodily injury” or “property damage” arising out of any:
- (a) Manufacture, sale, handling, distribution or disposal of a “specified drug”; or
 - (b) Actual, alleged or threatened absorption, consumption, ingestion, inhalation or use of, or exposure to, a “specified drug”; or
- (2) Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others in any way respond to, or assess the effects of, a “specified drug”.

2. The following is added to the **DEFINITIONS** Section:

“Specified drug”:

a. Means:

- (1) Any of the following drugs:
- (a) Accutane;
 - (b) Diethylstilbestrol (DES);
 - (c) Ephedra;
 - (d) Ephedrine;
 - (e) Fenfluramine;
 - (f) Isotretinoin;
 - (g) L-Tryptophan;
 - (h) Phentermine;
 - (i) Phenylpropanolamine (PPA);
 - (j) Redux; or
 - (k) Thalidomide;
- (2) Any product that contains, is derived from, or has the same or similar chemical formula as any such drug; or
- (3) Containers, materials, parts or equipment furnished in connection with any such drug or product.

b. Includes:

- (1) Warranties or representations made at any time, or that should have been made, with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety, or use of any such drug or product; and
- (2) The providing of, or failure to provide, warnings or instructions with respect to any such drug or product.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY
COVERAGE PART**

PROVISIONS

1. The following is added to SECTION VI – EXTENDED REPORTING PERIODS:

A Supplemental Extended Reporting Period of unlimited duration is provided as described in this Section VI – Extended Reporting Periods.

2. The following is added to Paragraph 2. of SECTION III – LIMITS OF INSURANCE:

However, the Aggregate Limit does not apply to claims or "suits" first made or brought against any insured during the Supplemental Extended Reporting Period. Instead, the Supplemental Aggregate Limit applies to such claims or "suits". The Supplemental Aggregate Limit is equal to the dollar amount shown in the Declarations of this Coverage Part in effect at the end of the policy period for the Aggregate Limit.

The Aggregate Limit continues to apply to claims or "suits" first made or brought against any insured during the policy period.

3. The following is added to Paragraph 4.b., Excess Insurance, of SECTION V – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS:

The insurance provided for claims or "suits" first made or brought against any insured during the Supplemental Extended Reporting Period is also excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**INTERNATIONAL – AMENDMENT OF COVERAGE**

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART**PROVISIONS**

1. The following replaces the definition of "coverage territory" in the **DEFINITIONS** Section:

"Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. All other countries or jurisdictions in the world except the "prohibited area"; or
- c. International waters or airspace, unless the negligent act, error or omission takes place in the course of travel or transportation to, from or within the "prohibited area";

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought anywhere in the world except the "prohibited area", or in a settlement we agree to.

2. The following is added to **SECTION V – EMPLOYEE BENEFITS LIABILITY CONDITIONS:**

When We Are Prohibited From Defending An Insured

If the laws or regulations of a country or jurisdiction prohibit us from fulfilling our duty to defend an insured, the insured will be responsible for providing that defense. We will repay that insured for the reasonable expenses incurred to provide such defense. Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

When We Are Prohibited From Paying Damages On Behalf Of An Insured

If the laws or regulations of a country or jurisdiction prohibit us from paying, on behalf of an insured, amounts that the insured is legally required to pay as damages to which this insurance applies, the insured may pay such damages with our consent.

If the insured gives us proof of such payments, we will repay the insured for such damages. But we will only repay the insured for such damages up to the applicable limit of insurance.

When We Are Prohibited From Paying Supplementary Payments

If the laws or regulations of a country or jurisdiction prohibit us from paying a Supplementary Payment, we will repay an insured for such Supplementary Payment that the insured incurs.

Currency

Payments for damages, reasonable expenses to defend an insured, or Supplementary Payments will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for the payment of damages will be calculated based on the rate of exchange published in the next Wall Street Journal subsequent to the date of judgment or settlement. Any necessary currency conversion for the payment of reasonable expenses to defend an insured or Supplementary Payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

Limitations On Our Representations And Responsibility

It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

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

"Prohibited area" means any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**DEDUCTIBLE ENDORSEMENT –
LIMITS OF INSURANCE APPLY EXCESS OF DEDUCTIBLES**

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

SCHEDULE

1. Deductible Amount for all coverages is \$ _____ any one occurrence (Commercial General Liability ("CGL") - Coverage A or D), or any one person or organization (CGL - Coverage B), or any one person (CGL - Coverage C), applicable only to those coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement. The Deductible Amount applies to combined damages, "limited covered pollution costs" (if applicable), "allocated loss adjustment expenses" and medical expenses.
2. Aggregate Deductible Limit \$ _____

PROVISIONS

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

1. Our obligation to pay damages and "allocated loss adjustment expenses", as well as medical payments under Coverage C ("medical expenses") and "limited covered pollution costs" under Coverage D (if applicable), under this policy on behalf of the insured, applies only to the amount of damages and "allocated loss adjustment expenses", as well as medical expenses and "limited covered pollution costs", which are in excess of the Deductible Amount stated in Item 1. of the Schedule.
2. The Deductible Amount stated in Item 1. of the Schedule applies to all damages and/or "allocated loss adjustment expenses", "limited covered pollution costs" and medical expenses incurred because of all "bodily injury" or "property damage" or "limited covered pollution costs" arising out of any one "occurrence" (CGL-Coverage A or D), or incurred because of all "personal injury" and "advertising injury" sustained by any one person or organization (CGL-Coverage B), or incurred because of all "bodily injury" sustained by any one person (CGL-Coverage C), applicable only to those coverages which are contained in the body of the policy and listed on the Declarations Page, or added to the policy by endorsement.
3. The terms of the policy, including those with respect to:
 - a. Our right and duty with respect to the defense of "suits"; and
 - b. Your duties in the event of an "occurrence", offense, claim or "suit";
 apply irrespective of the application of the Deductible Amount.
4. a. We may pay any part or all of the Deductible Amount to effect payment of any claim or "suit", and you shall reimburse us from your own funds for such part of the Deductible Amount as we have paid, regardless of any contributions toward payment of any claim or "suit" made by other insurers or any other entity, and regardless of any deductibles owed or paid by you to other insurers for the same "occurrence", person or organization, claim or "suit" (to the extent the coverages to which these terms apply are contained in the body of the policy and listed on the Declarations Page).
 - b. Only payments made by you will satisfy your obligation to reimburse us for payments we make within your deductible layer. Your obligation to reimburse us for such payments made by us is not satisfied by contributions made toward payment of any claim or "suit", or any "allocated loss adjustment expenses" incurred, by other insurers or any other entity.

5. "Allocated loss adjustment expenses" :
- a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":
 - (1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives;
 - (2) Court, Alternate Dispute Resolution, and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:
 - (a) Medical examinations of a claimant to determine the extent of injury, degree of permanency, or length of disability;
 - (b) Expert medical or other testimony;
 - (c) Autopsy;
 - (d) Witnesses and summonses;
 - (e) Copies of documents such as birth and death certificates and medical treatment records;
 - (f) Arbitration fees;
 - (g) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit";
 - (h) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses for services which are conducted as part of handling of a claim or "suit"; and
 - (i) Appeal bond costs and appeal filing fees; or
 - (3) All payments included in SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES.
 - b. Does not include:
 - (1) Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses; or
 - (2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury, disease or damage, including evaluation and settlement of covered claims.
6. The applicable limits of insurance (including aggregates) shall not be reduced by the amount of any damages, "allocated loss adjustment expenses", medical expenses or "limited covered pollution costs" (if applicable) within the Deductible Amount.
7. The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:
Any recoveries hereunder shall be applied in the following order:
- a. Any interest (including the Insured) that may have paid any amount with respect to liability in excess of the limit of our liability hereunder;
 - b. Us for the amount paid hereunder; and
 - c. All other interests (including the Insured) with respect to the residue, if any.
- When we have elected to participate in the exercise of the insured's right of recovery, reasonable expenses resulting therefrom shall be apportioned among all interests in the ratio of their respective recoveries.
8. The Aggregate Deductible Limit stated in Item 2. of the Schedule is the most you must reimburse us for the sum of all damages, "allocated loss adjustment expenses", medical expenses and "limited covered pollution costs" (if applicable) within the Deductible Amount stated in Item 1. of the Schedule. The Aggregate Deductible Limit will not be reduced if this endorsement is issued for a term of less than (1) year, or if the policy or this endorsement is cancelled for any reason by you or us before the end of the policy period.

9. If you fail to reimburse us for any amounts as required by this endorsement, or, if you fail to provide security in a form and amount acceptable to us, we may cancel this policy in accordance with the cancellation conditions, as permitted by law.

**MEDICAL AND BIOTECHNOLOGY
PRODUCTS/COMPLETED OPERATIONS
LIABILITY COVERAGE PART DECLARATIONS**

POLICY NO.:
ISSUE DATE:

POLICY PERIOD: From - - to - - 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Conditions.

The Medical And Biotechnology Products/Completed Operations Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE:

**MEDICAL AND BIOTECHNOLOGY
PRODUCTS/COMPLETED OPERATIONS
LIABILITY COVERAGE FORM**

LIMITS OF INSURANCE

Aggregate Limit \$

Each Occurrence Limit \$

2. AUDIT PERIOD:

3. RETROACTIVE DATE:

4. DEDUCTIBLES:

Aggregate Deductible \$

Each Occurrence Deductible \$

5. FORM OF BUSINESS:

**6. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS
COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.**

**DECLARATIONS PREMIUM SCHEDULE
MEDICAL AND BIOTECHNOLOGY
PRODUCTS/COMPLETED OPERATIONS
LIABILITY COVERAGE PART**

**POLICY NO:
ISSUE DATE:**

This Schedule applies to the Declarations for the period of - - to - -

It shows all of your known rating classes as of the effective date. Any exceptions will be so noted.

CLASS DESCRIPT/ CODE NO.	PREMIUM BASE	EXPOSURE	RATES	ADVANCE PREMIUM
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MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. DEFENSE EXPENSES ARE PAYABLE WITHIN, AND ARE NOT IN ADDITION TO, THE LIMITS OF INSURANCE. PAYMENT OF DEFENSE EXPENSES WILL REDUCE THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE FORM CAREFULLY.

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Common Policy 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.

The words "policy period" mean the Policy Period shown in the Declarations of this Coverage Part.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII – Definitions.

SECTION I – COVERAGES

PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" to which this insurance applies.

We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages because of "bodily injury" or "property damage" to which this insurance does not apply.

When we defend a "suit" against an insured, we will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance.

We may, at our discretion, investigate any "occurrence" or claim and settle any claim or "suit". But:

- (1) The amount we will pay for damages and "defense expenses" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

We will have no other obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date shown in the Declarations of this Coverage Part or after the end of the policy period; and
 - (3) A claim or "suit" by a person or organization that seeks damages because of the "bodily injury" or "property damage" is first made or brought against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section VI – Extended Reporting Periods.
- c. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought against any insured at the earlier of the following times:
- (1) When we or any "described authorized person" first receives written notice of such claim or "suit", whichever is first; or
 - (2) When we first receive written notice from any insured of a specific "occurrence" that caused the "bodily injury" or "property damage" which resulted in such claim or "suit".

All claims or "suits" that seek damages because of "bodily injury" or "property damage" caused by the same "occurrence" will be deemed to have been first made or brought against any insured at the time the first of those claims or "suits" is first made or brought against any insured.

- d. A claim or "suit" by a person or organization that seeks damages will be deemed to have been first made or brought at the time we receive written notice from any insured of a specific "occurrence" only if that notice contains all of the following information, to the extent available to any insured:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any persons or organizations sustaining injury or damage, and the names and addresses of any witnesses; and
- (3) The nature and location of any injury or damage caused by the "occurrence".

Notice to us that any insured may in the future receive written notice of an "occurrence", claim or "suit" is not notice of a specific "occurrence".

- e. If no Retroactive Date is shown in the Declarations of this Coverage Part, the Retroactive Date will be deemed to be the first day of the policy period.
- f. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will have the right and duty to defend that indemnitee as if it were an insured under Paragraph a. above if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which you have assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by you;
- (3) The obligation to defend, or the cost of the defense of, the indemnitee, has also been assumed by you in the same "insured contract";
- (4) You and the indemnitee ask us to conduct and control the defense of that indemnitee against such "suit"; and
- (5) The indemnitee cooperates with us in the investigation, defense and settlement of the "suit".

If any of the conditions in Paragraphs (1) through (5) above are not met, we will have the right, but not the duty, to defend your indemnitee against the "suit".

When we defend a "suit" against your indemnitee, we will pay reasonable "defense expenses". Payment of such "defense expenses" will reduce the available limits of insurance.

Our obligation to defend your indemnitee ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury Or Damage

"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 any person or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed by you in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

c. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and whether the insured may have any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by you under an "insured contract", provided that the "bodily injury" occurs subsequent to the execution of the contract or agreement; or
- (2) "Bodily injury" to an "employee" arising out of his or her voluntary participation as a human subject in a "clinical trial".

e. War

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

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

f. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you; or
- (4) Personal property in the care, custody or control of the insured.

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

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed by you under a sidetrack agreement, provided that the "property damage" occurs subsequent to the execution of the sidetrack agreement.

g. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

h. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

i. Damage To Impaired Property Or Property Not Physically Damaged

"Property damage" to "impaired property" or property that has not been physically damaged arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical damage to "your product" or "your work" after it has been put to its intended use.

j. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, 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.

k. Examination, Testing, Screening, Or Monitoring Loss, Cost Or Expense

Any loss, cost or expense incurred by you or others arising out of the examination, testing, screening, or monitoring of any person that has not sustained "product-related physical harm" to:

- (1) Determine whether "your product" has caused "bodily injury" to such person; or
- (2) Assess the impact of "your product" on the physical, mental, or emotional condition of such person.

l. Fines Or Penalties

Any fine or penalty imposed by law or regulation or that any insured has agreed to pay for any reason.

m. Known Bodily Injury Or Property Damage

"Bodily injury" or "property damage" that any "described authorized person" knew about before the first date we or any of our affiliated insurance companies have continuously provided this or similar products/completed operations coverage to you.

A "described authorized person" will be deemed to know about "bodily injury" or "property damage" at the earliest time when such "described authorized person":

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any provider of other insurance;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Witnesses or is told that "bodily injury" or "property damage" has occurred or has begun to occur.

n. Multiplied Damages

The portion of any multiplied damage award that exceeds the amount multiplied.

o. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (2) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (a) Any insured; or
 - (b) Any person or organization for whom you may be legally responsible; or
- (3) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf performed operations if the operations were to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

p. Pollution-Related

Any loss, cost or expense arising out of:

- (1) Any 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) Any claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

q. Professional Health Care Services

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

This exclusion does not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we are investigating, any claim or "suit" we settle or any "suit" against an insured we are defending:

1. All expenses, other than "defense expenses", we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We will not be the principal under these bonds, and we do not have to furnish these bonds.
3. All reasonable expenses incurred at our request by the insured who is an individual to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings of up to \$500 a day by that individual because of time off from work.
4. All costs taxed against the insured in the "suit", but only for that part of the judgment we pay.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. 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. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.
7. The cost of any required appeal bond for any judgment that we appeal, but only for bond amounts for that part of the judgment that is for damages to which this insurance applies and which are within the applicable limit of insurance. We will pay, or reimburse the insured for, the cost of a higher appeal bond amount if we are required to do so under the law that applies. We will not be the principal under any appeal bond, and we do not have to furnish any appeal bond.

These payments will not reduce the limits of insurance.

Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense ex-

penses".

SECTION II – WHO IS AN INSURED

1. If you are designated in the Common Policy 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 partners or your members, 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 also insureds, but only with respect to their duties as your managers.
- d. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as your trustees.
- e. An organization other than a partnership, joint venture, limited liability company or trust, you are an insured. Your "executive officers" and directors are also insureds, but only with respect to their duties as your "executive officers" or directors. Your stockholders are also insureds, but only with respect to their liability as your stockholders.

2. Each of the following is also an insured:

- a. Your "volunteer workers", but only while performing duties related to the conduct of your business, and your "employees", other than either your managers (if you are a limited liability company) or your "executive officers" (if you are an organization other than a partnership, joint venture, limited liability company or trust), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother, or sister of that co-"employee" or other "volunteer worker" as a consequence of injury described in Paragraph (1)(a) above; or

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of injury described in Paragraph (1)(a) or (b) above.

Paragraphs (1)(a), (b) and (c) above do not apply to:

- (i) "Bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position;
- (ii) "Bodily injury" to a co-"employee" or co-"volunteer worker" arising out of his or her voluntary participation as a human subject in a "clinical trial";
- (iii) "Bodily injury" arising out of any representation made at any time, or that should have been made, by any of your "employees" with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety or use of "your products" or "your work";
- (iv) "Bodily injury" arising out of any warnings or instructions provided, or that should have been provided, by any of your "employees" with respect to "your products" or "your work"; or
- (v) "Bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor.

(2) "Property damage" to property:

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

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture) or any of your members (if you are a limited liability company).

- b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- 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 or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it and we agree in writing that it will continue to be a Named Insured until the end of the policy period; and
 - b. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
 4. Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:
 - a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
 - b. Is caused, in whole or in part, by "your products", or "your work", to which that contract or agreement applies.

The limits of insurance provided to such person or organization will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

5. Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:
 - a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and

- b. Arises out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by the vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
 - b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.
6. Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named insured if:
 - a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
 - b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
 - b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.
7. Any person or organization that is serving or has served as:
- a. An advisor or consultant, including a scientific advisory board and its members, in a review of the design or development of "your medical products" or "your biotechnology products"; or
 - b. A contract or clinical research organization, including its employees, for a "clinical trial" of "your medical products" or "your biotechnology products";
- is an insured, but only for "bodily injury" or "property damage" arising out of those products.
8. No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations. This subparagraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations of this Coverage Part 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 limits of insurance will not be reduced by the payment of any applicable deductible.

2. The Aggregate Limit is the most we will pay for the sum of all damages and "defense expenses" because of all "bodily injury" and "property damage".
- If no amount is shown for the Aggregate Limit in the Declarations, the Aggregate Limit will be the higher of the Each Occurrence Limit or \$200,000.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all damages and "defense expenses" because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. When this insurance and any other policy or insuring clause in a coverage form or bond written by us or any of our affiliated insurance companies and issued to you or any "controlled organization" or "controlling person or organization" apply or applied to the same claim or "suit", the most we will pay for damages and "defense expenses" is the highest limit of insurance that applies or applied to the same claim or "suit" under any one of those policies or clauses.

This paragraph does not apply to umbrella insurance, or excess insurance, written by us or any of our affiliated insurance companies and issued to you or any "controlled organization" or "controlling person or organization" specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

The limits of insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding annual or remaining period for the purposes of determining the limits of insurance.

SECTION IV – DEDUCTIBLES

1. The Deductibles shown in the Declarations of this Coverage Part and the rules below fix the amount of damages and "defense expenses" incurred by, or on behalf of, you or any insured that you will be responsible for paying, regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

The Deductibles do not apply to payments we make under Supplementary Payments.

2. The Each Occurrence Deductible applies to all damages and "defense expenses" for all claims or "suits" for "bodily injury" or "property damage" arising out of any one "occurrence".
3. The Aggregate Deductible applies to all damages and "defense expenses" for all claims or "suits" for "bodily injury" or "property damage".

The Aggregate Deductible applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed to be part of the last preceding annual or remaining period for the purposes of determining the Aggregate Deductible.

4. The applicable limits of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount.
5. The terms of this policy, including those with respect to:
 - a. Our right and duty with respect to the defense of "suits"; and
 - b. Your duties in the event of an "occurrence", claim or "suit";
 apply irrespective of the application of the deductible amount.
6. If we settle a claim or "suit" for damages, or pay a judgment for damages awarded in a "suit", that are subject to a deductible, we may pay any part or all of the deductible amount. You will promptly reimburse us for such part of the deductible amount as we have paid.
7. If we pay "defense expenses" that are subject to a deductible, you will promptly reimburse us for such part of the deductible amount as we have paid.
8. If you do not reimburse us for a deductible amount that applies to damages or "defense expenses", and we are awarded the deductible amount we sought, or any part of that amount, in any legal proceeding against you, you agree to pay us the amount of the award and the following:
 - a. "Our deductible recovery expenses"; and
 - b. Interest, from the date of our notice of payment to you, on the deductible amount awarded to us.

SECTION V – PRODUCTS/COMPLETED OPERATIONS LIABILITY 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 Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" took place;
 - (2) The names and addresses of any persons or organizations sustaining injury or damage, and the names and addresses of any witnesses; and
 - (3) The nature and location of any injury or damage caused by the "occurrence".
- b. If a claim or "suit" is made or brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" must be given as soon as practicable only after the "occurrence" is known by any "described authorized person".
- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" must be given as soon as practicable only after the "occurrence" is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;
 that is your partner, joint venture member, manager or trustee;

- (b) Any risk manager of such partnership, joint venture, limited liability company, trust or other organization; or
- (c) Any leader of the legal, finance, risk management or other department of such partnership, joint venture, limited liability company, trust or other organization who is responsible for insurance matters.

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

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. As used in this provision, an agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as described in Paragraphs a., b. and d. below.

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

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies;
- (iii) Any risk retention group;
- (iv) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or

- (v) Any similar risk transfer or risk management method.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

a. Primary Insurance

This insurance is primary except when Paragraph b. or d. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is in effect on or after the Retroactive Date and that applies to "bodily injury" or "property damage" included in the "products-completed operations hazard" on other than a claims-made basis.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any provider of other insurance has a duty to defend the insured against that "suit". If no provider of other insurance defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of other insurance.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all such other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

d. Difference In Conditions

This insurance applies on a difference in conditions basis when there is other insurance that:

- (1) Is issued in a country or jurisdiction outside the United States, its territories and possessions, Puerto Rico and Canada;
- (2) Is intended to apply to claims made or "suits" brought in that other country or jurisdiction; and
- (3) Provides coverage, in whole or in part, for the same claim or "suit" covered by this insurance.

When this insurance applies on a difference in conditions basis, we will pay the difference between:

- (1) The amount we would have paid under this insurance if no other insurance was available; and
- (2) The amount you are entitled to under the terms and conditions of the other insurance you have for the same claim or "suit". This includes other insurance issued on an excess basis, whether you can collect or not.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in the premium schedule for 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 shown in the Common Policy Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured shown in the Common Policy Declarations must keep records of the information we need for premium computation, and must send us copies of those records at such times as we may request.

6. Representations

By accepting this policy, 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 policy in reliance upon your representations.

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

7. 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 shown in the Common Policy Declarations, 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.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover from others all or part of any payment we have made under this Coverage Part in connection with a claim or "suit", 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 initiate an alternative dispute resolution proceeding to enforce those rights, or will transfer those rights to us and help us enforce them.

We will apply any amounts recovered in enforcing those rights of recovery in the following order:

- a. First, we will reimburse any person or organization (including us or the insured) any amount that person or organization has paid in excess of the limits of insurance.
- b. Next, if there is any amount remaining, we will retain an amount equal to the amount we have paid under this Coverage Part in connection with the claim or "suit".
- c. Then, if there is any amount remaining, we will pay that amount to the insured, including any amounts within any applicable deductible or self-insured retention.

If any amounts are recovered in enforcing those rights of recovery, reasonable expenses incurred in enforcing such rights will be shared among all persons or organizations receiving amounts recovered. Each such person's or organization's share of those expenses is based on the ratio of its

amount recovered to the total amounts recovered by all such persons or organizations in enforcing such rights.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of "bodily injury" or "property damage" caused by an "occurrence" that takes place subsequent to the execution of the contract or agreement.

9. 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 Common Policy Declarations written notice of the nonrenewal not less than 30 days before the end of the policy period.

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

10. Transfer Of Control Of Defense

Before the available limit of insurance is used up, you may take over control of the defense, including the appeal, of any outstanding "suit" previously reported to us if:

- a. We and you agree; or
- b. A court orders you to do so.

If the available limit of insurance is used up, we will notify you as soon as practicable of all outstanding "suits", so you can arrange to take over control of their defense.

We agree to take whatever steps are necessary during a transfer of control of defense of an outstanding "suit" to continue that defense and avoid a default judgment during such transfer. When we take such steps, you agree that we do not waive or give up any of our rights. You also agree to repay the reasonable expenses we incur for such steps taken after the available limit of insurance is used up.

11. When We Are Prohibited From Defending An Insured

If the laws or regulations of a country or jurisdiction prohibit us from fulfilling our duty to defend an insured, the insured will be responsible for providing that defense. We will repay that insured for the reasonable "defense expenses" incurred to provide such defense. Such payments will reduce the available limit of insurance. Our duty to make such payments ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense expenses".

12. When We Are Prohibited From Paying Damages On Behalf Of An Insured

If the laws or regulations of a country or jurisdiction prohibit us from paying, on behalf of an insured, amounts that the insured must pay as damages for covered "bodily injury" or "property damage" to which this insurance applies, the insured may pay such damages with our consent.

If the insured gives us proof of such payments, we will repay the insured for such damages. But we will only repay the insured for such damages up to the applicable limit of insurance.

13. When We Are Prohibited From Paying Supplementary Payments

If the laws or regulations of a country or jurisdiction prohibit us from paying a Supplementary Payment, we will repay an insured for such Supplementary Payment that the insured incurs.

14. Currency

Payments for damages, "defense expenses" and Supplementary Payments will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for the payment of damages will be calculated based on the rate of exchange published in the next Wall Street Journal subsequent to the date of judgment or settlement. Any necessary currency conversion for the payment of "defense expenses" or Supplementary Payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

15. Limitations On Our Representations And Responsibility

It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

16. Compulsory Insurance

This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada. You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

17. Endorsements Applicable To Products/Completed Or Products-Completed Operations Liability Coverage Part Or Form

Any endorsement to this policy that states that it modifies insurance provided under any PRODUCTS/COMPLETED (or PRODUCTS-COMPLETED) OPERATIONS LIABILITY COVERAGE PART (or FORM) will be deemed to modify the insurance provided under this Medical And Biotechnology Products/Completed Operations Liability Coverage Part.

SECTION VI – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if this Coverage Part is canceled or not renewed.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims or "suits" for "bodily injury" or "property damage" that occurs before the end of the policy period and after the Retroactive Date.

Once in effect, Extended Reporting Periods may not be canceled.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for 90 days.

The Basic Extended Reporting Period does not apply to claims or "suits" that are covered under any future insurance you purchase, or that would be covered under such insurance but for the exhaustion of its applicable limit of insurance.

4. The Basic Extended Reporting Period does not reinstate or increase the limits of insurance.
5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period replaces the Basic Extended Reporting Period.

The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

- a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement;
- b. Full payment of the earned premium for this policy;
- c. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement; and
- d. Repayment of any deductible you owe us under this policy.

We will determine the additional premium for that endorsement in accordance with our rules and rates.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement will set forth the terms, not inconsistent with this Section VI – Extended Reporting Periods, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims or "suits" first made or brought against any insured during such period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.

6. If the Supplemental Extended Reporting Period is in effect, we will provide the supplemental aggregate limit of insurance described below, but only for claims or "suits" first made or brought against any insured during the Supplemental Extended Reporting Period.

The supplemental aggregate limit of insurance will be equal to the dollar amount shown in the Declarations of this Coverage Part in effect at the end of the policy period for the Aggregate Limit.

Paragraph 2. of Section III – Limits Of Insurance will be amended accordingly. The Each Occurrence Limit shown in the Declarations of this Coverage Part will then continue to apply, as set forth in Paragraph 3. of Section III – Limits Of Insurance.

SECTION VII – DEFINITIONS

1. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
2. "Clinical trial" means any organized study or test that uses human or animal subjects to develop effectiveness and safety data for "your medical products" or "your biotechnology products".
3. "Controlled organization" means any organization in which any insured owns the controlling ownership interest.
4. "Controlling person or organization" means any person or organization that owns the controlling ownership interest in you.
5. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. All other countries or jurisdictions in the world except the "prohibited area"; or

- c. International waters or airspace, unless the "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the course of travel or transportation to, from or within the "prohibited area";

provided that the insured's responsibility to pay damages is determined in a "suit" on the merits brought anywhere in the world except the "prohibited area", or in a settlement we agree to.

6. "Defense expenses":

- a. Means any of the following fees, costs or expenses which can be directly allocated to a particular claim or "suit":

- (1) Fees of attorneys, or other authorized representatives where permitted, for legal services, whether by outside or staff representatives; or
- (2) Court, alternative dispute resolution, and other specific items of expense, whether incurred by an outside vendor or by one of our employees, including:
 - (a) Medical examinations of a claimant to determine the extent of our liability, degree of permanency, or length of disability;
 - (b) Expert medical or other testimony;
 - (c) Autopsy;
 - (d) Witnesses and summonses;
 - (e) Copies of documents such as birth and death certificates and medical treatment records;
 - (f) Arbitration fees;
 - (g) Fees or costs for surveillance or other professional investigations which are conducted as part of handling of a claim or "suit"; and
 - (h) Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses for services which are conducted as part of handling of a claim or "suit".

b. Does not include:

- (1) Our expenses, including salaries, overhead and traveling expenses of our employees, except for those fees, costs or expenses described in Paragraphs a.(1) and a.(2) above incurred while handling a claim or "suit"; or

- (2) Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters), for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility for the injury or damage, including evaluation and settlement of covered claims.

7. "Described authorized person" means:

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

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of a contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. An easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. As used in this definition tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or preparing, approving, or failing to prepare or approve, drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which you, if you or any of your "employees" are an architect, engineer or surveyor, assume liability for injury or damage arising out of your or such "employee's" providing or failing to provide professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person hired from a labor leasing firm under an agreement between the hirer and that firm to perform duties related to the conduct of the hirer's business. However, "leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. While it is being moved from the place where it is accepted for transportation;
- b. While it is being loaded, transported and unloaded; or

- c. While it is being moved to the place where it is finally delivered.

15. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or
- b. An act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

16. "Our deductible recovery expenses" means all fees, costs, and expenses incurred by us and our attorneys to recover a deductible amount in a legal proceeding brought by us against you. But if the deductible amount awarded to us is less than the full amount of the deductible payment we sought, "our deductible recovery expenses" will be a proportional amount based on the ratio of the deductible amount awarded to the full amount of the deductible payment we sought.

17. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Products-completed operations hazard":

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

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

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

- b. Includes all "bodily injury" and "property damage" arising out of "your work" for a "clinical trial".
 - c. Includes all "bodily injury" and "property damage" arising out of "your medical products" or "your biotechnology products" that are on a premises owned by or rented or loaned to you.
 - d. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations of this Coverage Part or in a policy schedule, states that products-completed operations are included.
- 19.** "Product-related physical harm" means physical harm, including sickness or disease, to the person's physical health arising out of "your product".
- 20.** "Professional health care services" includes:
- a. Any medical, surgical, dental, laboratory, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; and
 - c. The handling or treatment of corpses, including autopsies, organ donations and other postmortem procedures.
- 21.** "Prohibited area" means any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction.
- 22.** "Property damage" means:
- a. Physical damage to tangible property of others, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical damage that caused it; or
 - b. Loss of use of tangible property of others that is not physically damaged. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, data, including information, facts or programs in any electronic or other format, is not tangible property.
- 23.** "Suit" means a civil proceeding that seeks damages because of "bodily injury" or "property damage". "Suit" includes:
- a. An arbitration proceeding that seeks such damages and to which the insured must submit or submits with our consent; and
 - b. Any other alternative dispute resolution proceeding that seeks such damages and to which the insured submits with our consent.
- 24.** "Temporary worker" means a person who is hired to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 25.** "Volunteer worker" means a person who:
- a. Is not acting within the scope of his or her employment as an "employee" or as a "temporary worker";
 - b. Donates his or her work; and
 - c. Is not paid a fee, salary or other compensation for that work.
- 26.** "Your biotechnology product" means any of "your products" that are or were used, or intended to be used, as or in the development of in vitro or in vivo diagnostic substances or other biological substances.
- 27.** "Your medical product" means any of "your products" that are or were used, or intended for use, in health care or the providing of "professional health care services".
- 28.** "Your product":
- a. Means:
 - (1) Any goods or products, including any of "your biotechnology products" and any of "your medical products", other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time, or that should have been made, with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety, or use of such goods or products;
 - (2) The providing of, or failure to provide, warnings or instructions with respect to such goods or products; and

(3) Any such goods or products that are or were being tested or used by you or on your behalf in any "clinical trial".

c. Does not include vending machines or other property, other than "your medical products" or "your biotechnology products", rented to or located for the use of others but not sold.

29. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time, or that should have been made, with respect to the fitness, quality, durability, performance, handling, maintenance, operation, safety or use of such work or operations; and

(2) The providing of, or failure to provide, warnings or instructions with respect to such work or operations.

SERFF Tracking Number: TRVD-125764262 *State:* Arkansas
First Filing Company: NIPPONKOA Insurance Company *State Tracking Number:* EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2008-07-0003-F
TOI: 17.0 Other Liability-Occ/Claims Made *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: GL Technology Program
Project Name/Number: GL Technology Program/2008-07-0003-F

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125764262 State: Arkansas
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 Project Name/Number: GL Technology Program/2008-07-0003-F

Supporting Document Schedules

Review Status:
Satisfied -Name: Uniform Transmittal Document- 08/06/2008
 Property & Casualty

Comments:

Attachments:

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

Review Status:
Satisfied -Name: Cover Letter 10/01/2008

Comments:

See Attached.

Attachments:

AR Cover Letter.pdf
 AR Exhibit.pdf

Review Status:
Satisfied -Name: Forms Transmittal Supplement 10/01/2008

Comments:

Attachment:

Form Transmittal SupplementGL(PPC - Technology).pdf

Review Status:
Satisfied -Name: Explanatory Memorandum 10/01/2008

Comments:

See attached.

Attachment:

GL PPC Filing Memo Forms (RR Internal).pdf

Review Status:
Satisfied -Name: Form - CG F4 91 07 08 11/19/2008

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	2008-07-0003-F			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Technology XTEND Endorsement	CG D4 17 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Amendment of Property Damage Definition	CG D4 19 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Amendment – Other Insurance Condition and Meaning of Other Insurance, Other Insurer and Insurer	CG D4 20 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Amendment of Contractual Liability Exclusion – Exception for Damages Assumed in an Insured Contract Applies Only to Named Insured	CG D4 21 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Amendment of Supplementary Payments – Taxed Costs and Appeal Bonds	CG D4 22 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Coverage Territory Limitation	CG D4 23 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Limitation When Two Or More Policies Apply To The Same Claim Or Suit	CG D4 24 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Other Insurance – Additional Insureds – Primary And Non-contributory With Respect To Certain Other Insurance	CG D4 25 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Other Insurance – Designated Additional Insureds – Primary And Non-contributory With Respect To Certain Other Insurance	CG D4 26 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Medical And Biotechnology XTEND Endorsement	CG D4 30 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Coverage For Bodily Injury Or Personal Injury To Co-Employees Or Co-Volunteer Workers	CG D4 32 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

12	Amendment of Coverage – Products-Completed Operations Hazard – Medical And Biotechnology	CG D4 33 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	International – Amendment of Coverage – With Exclusions For Acts of Terrorism Committed Outside The United States	CG D4 34 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	International Products/Completed Operations Liability – Amendment of Coverage – With Exclusion For Acts of Terrorism Committed Outside The United States	CG D4 35 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Amendment of Coverage B – Personal and Advertising Injury Liability – Technology	CG D4 36 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Amendment of Coverage B – Limited Personal and Advertising Injury Liability – Technology	CG D4 37 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Amendment of Coverage B – Personal and Advertising Injury Liability – Technology – With Exclusion For Insureds In Media And Internet Type Businesses	CG D4 38 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Exclusion – Products-Completed Operations Hazard – Medical And Biotechnology	CG D4 39 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Exclusion – Medical And Biotechnology Products Being Tested In A Human Clinical Trial	CG D4 40 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Exclusion – Unapproved Medical Or Biotechnology Products	CG D4 41 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	Prior Personal Injury And Advertising Injury Liability Coverage – Technology	CG D4 42 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Exclusion – Professional Health Care Services	CG D4 44 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Defense Expenses Outside Of Limits	CG D4 45 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Defense Expenses Outside Of Limits And Deductibles	CG D4 46 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Effective March 1, 2007

25	Exclusion – Infectious Diseases	CG D4 47 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Exclusion – Latex	CG D4 48 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	Exclusion – Silicone	CG D4 49 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
28	Products Batch Limitation	CG D4 50 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	Designated Professional Services Coverage	CG D4 51 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	Exclusion- Specified Drugs	CG D4 52 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	Supplemental Extended Reporting Period Endorsement	CG D4 53 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	International – Amendment of Coverage	CG D4 55 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	Deductible Endorsement – Limits of Insurance Apply Excess of Deductibles	CG D4 56 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	Medical and Biotechnology Products/Completed Operations Liability Coverage Part Declarations	CG T0 78 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35	Declarations Premium Schedule Medical and Biotechnology Products/Completed Operations Liability Coverage Part	CG T0 79 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36	Medical And Biotechnology Products/Completed Operations Liability Coverage Form	CG T1 27 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only <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="text-align: center;">New Business</td> <td style="width: 50px;"></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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Renewal Business																					
f. State Filing #:																					
g. SERFF Filing #:																					
h. Subject Codes																					

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

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

5. Company Tracking Number	2008-07-0003-F
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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
	Margaret Salsbury One Tower Sq. 8 MN Hartford, CT 06183	Senior Regulatory Analyst	(860) 277-6470	(860)277-9730	MSalsbur@travelers.com
7.	Signature of authorized filer		<i>Margaret M. Salsbury</i>		
8.	Please print name of authorized filer		Margaret Salsbury		

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

9. Type of Insurance (TOI)	17.0
10. Sub-Type of Insurance (Sub-TOI)	17.0001
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	N/A
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: 08/01/2009 Renewal: 08/01/2009
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	10/03/2008
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 #	2008-07-0003-F
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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See Cover Letter(s).

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]
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Check #: N/A – EFT
Amount: 50.00

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

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



Margaret M. Salsbury
Senior Regulatory Analyst
Regulatory Affairs, Business Insurance
One Tower Square, 8 MN
Hartford CT, 06183
Direct: (860) 277-6470; Fax: (860) 277-9730
MSALSBUR@travelers.com

October 3, 2008

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

Dear Commissioner Bowman:

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

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

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

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

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

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

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

Sincerely,

Margaret M. Salsbury
Senior Regulatory Analyst
MS/ca
Enclosures

**Technology Gross Written Premium
Exhibit
Arkansas**

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

FORM TRANSMITTAL SUPPLEMENT

2008-07-0003

Form Title	New Form	Replaced Form	Type of Form* / Line of Business / Mandatory (M) or Optional (O)	Broaden (B) Restrict (R) Clarify (C)	Description Of Form
Technology XTEND Endorsement	CG D4 17 07 08	New	END-GL-O	B	<p><u>GENERAL DESCRIPTION OF COVERAGE:</u></p> <p>This section describes, in general terms, the coverage enhancements included in the endorsement. It reminds the policyholder how other endorsements may affect these coverage enhancements and it includes standard wording reminding the policyholder to carefully read all the provisions of the endorsement and the rest of the policy to determine the extent of coverage.</p> <p><u>Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion</u></p> <p>This provision expands the exception to the standard ISO Expected Or Intended Injury exclusion to apply that exception to “property damage”, in addition to “bodily injury”, resulting from the use of reasonable force to protect any person or property. This provision also changes the name of that exclusion to include “damage” to more accurately reflect the scope of that exclusion.</p> <p><u>Non-Owned Watercraft Less Than 75 Feet</u></p> <p>The standard ISO Aircraft, Auto Or Watercraft exclusion does not apply to any non-owned watercraft that is less than 26 feet long (and not being used to carry persons or property for a charge). This provision expands that exception to apply to any such non-owned watercraft that is less than 75 feet long.</p>

				<p><u>Aircraft Chartered With Pilot</u></p> <p>This provision adds an exception to the standard ISO Aircraft, Auto or Watercraft exclusion for any aircraft that is chartered with crew to any insured, that is not owned by any insured, and that is not being used to carry any person or property for a charge.</p> <p><u>Damage To Premises Rented To You</u></p> <p>This provision broadens the "property damage" (other than damage by fire) exception to Paragraphs (1), (3) and (4) of the standard ISO exclusion j., Damage To Property, and the "damage by fire" exception in the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (for exclusions c., g. and h.) to a full "property damage" exception for damage to:</p> <ul style="list-style-type: none"> • any premises rented to the named insured; • any premises temporarily occupied by the named insured with permission of the owner; and • the contents of premises rented to the named insured for a period of one week or less. <p>These changes are accomplished, in part, by introducing the newly defined term "premises damage".</p> <p><u>Increased Supplementary Payments</u></p> <p>This provision increases the maximum amount we will pay for the cost of bail bonds from \$250 to \$2,500, and this provision increases the maximum amount we will pay for loss of earnings in the provision regarding reasonable expenses incurred by the insured at our request from \$250 a day to \$500 a day.</p>
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					<p><u>Who Is An Insured – Employees And Volunteer Workers – First Aid</u></p> <p>This provision revises the standard ISO CGL form as follows:</p> <ol style="list-style-type: none"> 1. For named insureds that are not in the business of providing professional health care services adds an exception to the “employee” and “volunteer worker” coverage limitations in Paragraphs 2.a. (1)(a)-(d) so those limitations do not apply to “bodily injury” arising out of providing or failing to provide first aid or “Good Samaritan services” by any of the named insured’s “employees” or “volunteer workers” other than a doctor. 2. For named insureds that are not in the business of providing professional health care services amends the definition of “occurrence” to also mean an act or omission committed by any of the named insured’s “employees” or “volunteer workers”, other than a doctor, in providing or failing to provide first aid or “Good Samaritan services” to a person. 3. Amends the Limits Of Insurance section to support the intent that for the purposes of determining the applicable Each Occurrence Limit when this coverage enhancement applies, all related acts or omissions committed by any of the named insured’s “employees” or “volunteer workers” in providing or failing to provide first aid or “Good Samaritan services” to any one person will be deemed to be one “occurrence”. 4. Defines “Good Samaritan services”.
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				<p><u>Who Is An Insured – Employees – Supervisory Positions</u></p> <p>This provision revises the standard ISO CGL form by adding an exception to the “employee” coverage limitations in Paragraphs 2.a.(1)(a)-(c) so those limitations do not apply to the named insured’s supervisory “employees” for “bodily injury” or “personal injury” to a co-“employee”.</p> <p><u>Who Is An Insured – Newly Acquired Or Formed Organizations</u></p> <p>This provision extends insured status for newly acquired or formed organizations from the standard 90 days to 180 days. It also removes limited liability companies from the exception (“other than a ...”) clause in this paragraph in the standard ISO CGL form.</p> <p><u>Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</u></p> <p>This provision provides additional insured status on a blanket basis to any owner, manager or lessor of premises leased to the named insured. Additional insured status is provided for liability arising out of the ownership, maintenance or use of such premises, and coverage does not apply to losses occurring (as described in this provision) after the named insured ceases to be a tenant in that premises or to structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.</p> <p><u>Blanket Additional Insured – Lessors Of Leased Equipment</u></p> <p>This provision provides additional insured status on a blanket basis to any lessor of equipment leased to the named insured. Additional insured status is provided for liability for injury or damage caused, in whole or in part, by the named insured’s acts or omissions in its maintenance, operation or use of such equipment, and coverage does not apply to losses occurring (as described in this provision) after the equipment lease expires.</p>
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				<p><u>Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</u></p> <p>This provision provides additional insured status on a blanket basis to any person or organization not otherwise an insured under the CGL Coverage Part that the named insured has agreed in a written contract or agreement to include as an additional insured. Additional insured status is provided for “bodily injury” or “property damage” losses occurring (as described in this provision) after the named insured has signed and executed that contract or agreement and that are caused, in whole or in part, by the acts or omissions of the named insured or anyone acting on its behalf in the performance of the named insured’s ongoing operations to which that contract or agreement applies.</p> <p>The insurance afforded to such additional insured is limited to the policy limits or the limits agreed to in such contract or agreement, whichever are less. We cannot provide coverage in excess of policy limits; and the named insured may not want to make full policy limits available (thus potentially eroding the named insured’s own coverage) if a lower amount than that is required by the contract or agreement.</p> <p><u>Blanket Additional Insured – Broad Form Vendors</u></p> <p>This provision provides additional insured status on a blanket basis to any vendor of the named insured’s products that the named insured has agreed in a written contract or agreement to include as an additional insured. Additional insured status is provided for “bodily injury” or “property damage” losses occurring (as described in this provision) after the named insured has signed and executed that contract or agreement and that arises out of the named insured’s products which are distributed or sold in the regular course of such vendor’s business.</p>
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				<p>The insurance afforded to such vendor is limited to the policy limits or the limits agreed to in such contract or agreement, whichever are less. We cannot provide coverage in excess of policy limits, and the named insured may not want to make full policy limits available (thus potentially eroding the named insured's own coverage) if a lower amount than that is required by the contract or agreement.</p> <p>The insurance afforded to the vendor is otherwise restricted in substantially the same manner as ISO Form CG 20 15 11 88 "Additional Insured - Vendors".</p> <p><u>Who Is An Insured – Unnamed Subsidiaries</u></p> <p>This provision extends named insured status to the named insured's subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations, if the named insured maintains an ownership interest of more than 50% in such subsidiary on the first day of the policy period and if such subsidiary is not an insured under similar other insurance.</p> <p>Such subsidiary is not an insured for losses occurring (as described in this provision) before the named insured owned such interest in the subsidiary or after the date, if any, during the policy period that the named insured no longer owns such interest in the subsidiary.</p> <p><u>Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</u></p> <p>The first sentence of this provision broadens coverage by removing limited liability companies from the standard ISO CGL exclusionary provision regarding the conduct of any unnamed partnerships, joint ventures or limited liability companies. The exception added in the second sentence clarifies that this paragraph's restriction on insured status regarding the conduct of unnamed partnerships or joint ventures does not apply to any such partnership or joint venture to the extent that it otherwise qualifies as an insured under the Who Is An Insured section.</p>
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				<p><u>Contractual Liability – Railroads</u></p> <p>This provision removes the standard ISO CGL restriction in the definition of “insured contract” for easements or license agreements in connection with construction or demolition operations on or within 50 feet of a railroad. Additionally it removes the standard ISO CGL restriction in the definition of “insured contract” for the indemnification of a railroad for “bodily injury” or “property damage” arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel underpass or crossing.</p> <p><u>Knowledge And Notice Of Occurrence Or Offense</u></p> <p>This provision clarifies the responsibilities of the insureds to which it applies regarding notice to us of an “occurrence” or offense which may result in a claim. It provides more objective criteria for determining when such insureds have knowledge of such “occurrence” or offense, and it addresses those situations where injury covered by the Commercial General Liability policy is reasonably perceived to be, and initially is reported as, a Workers Compensation claim. Includes wording to address certain pollution coverage that may be added by another endorsement and may be subject to its own specific reporting requirements to avoid impacting any such specific reporting requirements that are applicable.</p> <p>The provision allows us to respond in a positive manner to insureds and agents/brokers who have requested this clarification of intent and responsibilities.</p> <p><u>Unintentional Omission</u></p> <p>This provision clarifies that the unintentional omission of, or error in, information provided by the named insured which we relied upon in issuing the policy will not prejudice the named insured’s rights under the policy.</p>
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					<p><u>Blanket Waiver Of Subrogation</u></p> <p>This provision states that, if the insured agrees in a contract or agreement to waive their right of recovery against any person or organization, we also waive our right of recovery against such person or organization for payments we make for losses occurring (as described in this provision) after the execution of such contract or agreement.</p>
Amendment of Property Damage Definition	CG D4 19 07 08	New	END-GL-O	R	This endorsement replaces the definition of "property damage" to more clearly show the coverage intent of tangible property as not including any data, rather than only electronic data.
Amendment – Other Insurance Condition and Meaning of Other Insurance, Other Insurer and Insurer	CG D4 20 07 08	New	END-GL-O	R	This endorsement adds wording clarifying the meaning of other insurance to account for the diversity and complexity of funding, insurance, self-insurance, risk management and risk transfer methods and programs currently available to our insureds for insuring or managing their insurable exposures. This endorsement also adds wording clarifying the meaning of other insurer and insurer. Additionally, this endorsement amends the Excess Insurance section of this condition to make the Commercial General Liability Coverage Part excess over any other insurance that is available to the insured, not just the named insured, as an additional insured under any other policy.
Amendment of Contractual Liability Exclusion – Exception for Damages Assumed in an Insured Contract Applies Only to Named Insured	CG D4 21 07 08	New	END-GL-O	R	This endorsement modifies the Contractual Liability exclusion and the Supplementary Payments section to limit contractual liability coverage to the named insured. No contractual liability coverage is provided to other insureds, including additional insureds.

Amendment of Supplementary Payments – Taxed Costs and Appeal Bonds	CG D4 22 07 08	New	END-GL-O	R	<p>This endorsement changes the Supplementary Payments section to limit “taxed costs” coverage to costs taxed against the insured, but only for that part of the judgment we pay. The change is intended to more clearly show coverage intent and scope of this supplementary payment. Specifically, we have a duty to pay only costs taxed against the insured on the part of the judgment that is covered by the policy.</p> <p>This endorsement also adds a provision to the Supplementary Payments section that provides that we will pay, as supplementary payments, certain costs of required appeal bonds for judgments we appeal. The change is intended to more clearly show what costs we have a duty to pay in connection with such appeals.</p>
Coverage Territory Limitation	CG D4 23 07 08	New	END-GL-O	R	<p>This endorsement limits the coverage territory of the CGL policy by removing certain limited international coverage.</p> <p>Such exposures can be covered under a separate International CGL policy.</p>
Limitation When Two Or More Policies Apply To The Same Claim Or Suit	CG D4 24 07 08	New	END-GL-O	R	<p>Some insureds may require that separate CGL policies be issued for different locations or operations or for a related organization or person. Under these circumstances, we and the insured do not intend both policies to apply to any one claim or suit, and therefore, do not intend more than one limit of liability to apply to the same claim or suit. In the event that both policies could apply to the same claim or suit, this endorsement provides that the highest of the applicable limits under those policies applies. This endorsement does not apply to Umbrella or Following Form Excess insurance bought specifically to apply in excess of the CGL policy containing this endorsement.</p>

Other Insurance – Additional Insureds – Primary And Non-contributory With Respect To Certain Other Insurance	CG D4 25 07 08	New	END-GL-O	B	Our Named Insured may specifically agree in a written contract or agreement before a loss occurs that the insurance afforded to an additional insured under the CGL Coverage Part must apply on a primary or a primary and non-contributory basis. This endorsement amends the CGL policy so that, in that situation, the coverage provided under that policy to such additional insured for such loss is primary to, and will not share with, the additional insured's own insurance.
Other Insurance – Designated Additional Insureds – Primary And Non-contributory With Respect To Certain Other Insurance	CG D4 26 07 08	New	END-GL-O	B	The person or organization being added as an additional insured to our Named Insured's CGL policy may require our Named Insured to confirm that the coverage afforded such additional insured will apply on a primary or a primary and non-contributory basis, and our Named Insured may agree to that in a contract or agreement before the loss occurs. For the scheduled additional insured, this endorsement amends the CGL policy so that the coverage provided under that policy to such additional insured is primary to, and will not share with, the additional insured's own insurance.

<p>Medical And Biotechnology XTEND Endorsement</p>	<p>CG D4 30 07 08</p>	<p>New</p>	<p>END-GL-O</p>	<p>B</p>	<p><u>GENERAL DESCRIPTION OF COVERAGE:</u></p> <p>This section describes, in general terms, the coverage enhancements included in the endorsement. It reminds the policyholder how other endorsements may affect these coverage enhancements and it includes standard wording reminding the policyholder to carefully read all the provisions of the endorsement and the rest of the policy to determine the extent of coverage.</p> <p><u>Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion</u></p> <p>This provision expands the exception to the standard ISO Expected Or Intended Injury exclusion to apply that exception to “property damage”, in addition to “bodily injury”, resulting from the use of reasonable force to protect any person or property. This provision also changes the name of that exclusion to include “damage” to more accurately reflect the scope of that exclusion.</p> <p><u>Clinical Trial Participants – Bodily Injury To Employees Or Volunteer Workers</u></p> <p>This provision adds an exception to the standard ISO Employer's Liability exclusion for “bodily injury” to an “employee” arising out of his or her voluntary participation as a human subject in a “clinical trial”. This provision also adds an exception to the “employee” and “volunteer worker” coverage limitations in Paragraphs 2.a.(1)(a)-(c) so those limitations do not apply to “bodily injury” to a co-“employee” or co-“volunteer worker” arising out of his or her voluntary participation as a human subject in a “clinical trial”.</p>
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				<p><u>Non-Owned Watercraft Less Than 75 Feet</u></p> <p>The standard ISO Aircraft, Auto Or Watercraft exclusion does not apply to any non-owned watercraft that is less than 26 feet long (and not being used to carry persons or property for a charge). This provision expands that exception to apply to any such non-owned watercraft that is less than 75 feet long.</p> <p><u>Aircraft Chartered With Pilot</u></p> <p>This provision adds an exception to the standard ISO Aircraft, Auto or Watercraft exclusion for any aircraft that is chartered with crew to any insured, that is not owned by any insured, and that is not being used to carry any person or property for a charge.</p> <p><u>Damage To Premises Rented To You</u></p> <p>This provision broadens the "property damage" (other than damage by fire)" exception to Paragraphs (1), (3) and (4) of the standard ISO exclusion j., Damage To Property, and the "damage by fire" exception in the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (for exclusions c., g. and h.) to a full "property damage" exception for damage to:</p> <ul style="list-style-type: none"> • any premises rented to the named insured; • any premises temporarily occupied by the named insured with permission of the owner; and • the contents of premises rented to the named insured for a period of one week or less. <p>These changes are accomplished, in part, by introducing the newly defined term "premises damage".</p>
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				<p><u>Increased Supplementary Payments</u></p> <p>This provision increases the maximum amount we will pay for the cost of bail bonds from \$250 to \$2,500, and this provision increases the maximum amount we will pay for loss of earnings in the provision regarding reasonable expenses incurred by the insured at our request from \$250 a day to \$500 a day.</p> <p><u>Who Is An Insured – Employees And Volunteer Workers – First Aid</u></p> <p>This provision revises the standard ISO CGL form as follows:</p> <ol style="list-style-type: none"> 1. For named insureds that are not in the business of providing professional health care services adds an exception to the “employee” and “volunteer worker” coverage limitations in Paragraphs 2.a.(1)(a)-(d) so those limitations do not apply to “bodily injury” arising out of providing or failing to provide first aid or “Good Samaritan services” by any of the named insured’s “employees” or “volunteer workers” other than a doctor. 2. For named insureds that are not in the business of providing professional health care services amends the definition of “occurrence” to also mean an act or omission committed by any of the named insured’s “employees” or “volunteer workers”, other than a doctor, in providing or failing to provide first aid or “Good Samaritan services” to a person. 3. Amends the Limits Of Insurance section to support the intent that for the purposes of determining the applicable Each Occurrence Limit when this coverage enhancement applies, all related acts or omissions committed by any of the named insured’s “employees” or “volunteer workers” in providing or failing to provide first aid or “Good Samaritan services” to any one person will be deemed to be one “occurrence”. 4. Defines “Good Samaritan services”.
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				<p><u>Who Is An Insured – Employees – Supervisory Positions</u></p> <p>This provision revises the standard ISO CGL form by adding an exception to the “employee” coverage limitations in Paragraphs 2.a.(1)(a)-(c) so those limitations do not apply to the named insured’s supervisory “employees” for “bodily injury” or “personal injury” to a co-“employee”.</p> <p><u>Who Is An Insured - Employees – Representations, Warnings Or Instructions With Respect To Products Or Work</u></p> <p>This provision adds an exception to the “employee” coverage limitations in Paragraphs 2.a.(1)(a)-(c) so those limitations do not apply to “bodily injury” or “personal injury” arising out of representations that were made, or that should have been made, or warnings or instructions that were provided, or that should have been provided, by any of the named insured’s “employees” with respect to the named insured’s products or work.</p> <p><u>Who Is An Insured – Newly Acquired Or Formed Organizations</u></p> <p>This provision extends insured status for newly acquired or formed organizations from the standard 90 days to 180 days. It also removes limited liability companies from the exception (“other than a ...”) clause in this paragraph in the standard ISO CGL form.</p>
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				<p><u>Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</u></p> <p>This provision provides additional insured status on a blanket basis to any owner, manager or lessor of premises leased to the named insured. Additional insured status is provided for liability arising out of the ownership, maintenance or use of such premises, and coverage does not apply to losses occurring (as described in this provision) after the named insured ceases to be a tenant in that premises or to structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.</p> <p><u>Blanket Additional Insured – Lessors Of Leased Equipment</u></p> <p>This provision provides additional insured status on a blanket basis to any lessor of equipment leased to the named insured. Additional insured status is provided for liability for injury or damage caused, in whole or in part, by the named insured’s acts or omissions in its maintenance, operation or use of such equipment, and coverage does not apply to losses occurring (as described in this provision) after the equipment lease expires.</p> <p><u>Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement</u></p> <p>This provision provides additional insured status on a blanket basis to any person or organization not otherwise an insured under the CGL Coverage Part that the named insured has agreed in a written contract or agreement to include as an additional insured. Additional insured status is provided for “bodily injury” or “property damage” losses occurring (as described in this provision) after the named insured has signed and executed that contract or agreement and that are caused, in whole or in part, by the acts or omissions of the named insured or anyone acting on its behalf in the performance of the named insured’s ongoing operations to which that contract or agreement applies.</p>
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				<p>The insurance afforded to such additional insured is limited to the policy limits or the limits agreed to in such contract or agreement, whichever are less. We cannot provide coverage in excess of policy limits; and the named insured may not want to make full policy limits available (thus potentially eroding the named insured's own coverage) if a lower amount than that is required by the contract or agreement.</p> <p><u>Blanket Additional Insured – Broad Form Vendors</u></p> <p>This provision provides additional insured status on a blanket basis to any vendor of the named insured's products that the named insured has agreed in a written contract or agreement to include as an additional insured. Additional insured status is provided for "bodily injury" or "property damage" losses occurring (as described in this provision) after the named insured has signed and executed that contract or agreement and that arises out of the named insured's products which are distributed or sold in the regular course of such vendor's business.</p> <p>The insurance afforded to such vendor is limited to the policy limits or the limits agreed to in such contract or agreement, whichever are less. We cannot provide coverage in excess of policy limits, and the named insured may not want to make full policy limits available (thus potentially eroding the named insured's own coverage) if a lower amount than that is required by the contract or agreement.</p> <p>The insurance afforded to the vendor is otherwise restricted in substantially the same manner as ISO Form CG 20 15 11 88 "Additional Insured - Vendors".</p> <p><u>Blanket Additional Insured – Medical Or Biotechnology Products Advisors And Contract Or Clinical Research Organizations</u></p> <p>This provision provides additional insured status on a blanket basis to any person or organization that is serving or has served as:</p>
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				<p>1. An advisor or consultant, including a scientific advisory board and its members, in a review of the design or development of the named insured's medical or biotechnology products.</p> <p>2. A contract or clinical research organization, including its employees, for a "clinical trial" of the named insured's medical or biotechnology products.</p> <p>Additional insured status is provided for "bodily injury" or "property damage" arising out of such products and no such person or organization is an additional insured for "bodily injury" or "property damage" arising out of its providing or failing to provide professional health care services.</p> <p><u>Who Is An Insured – Unnamed Subsidiaries</u></p> <p>This provision extends named insured status to the named insured's subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations, if the named insured maintains an ownership interest of more than 50% in such subsidiary on the first day of the policy period and if such subsidiary is not an insured under similar other insurance.</p> <p>Such subsidiary is not an insured for losses occurring (as described in this provision) before the named insured owned such interest in the subsidiary or after the date, if any, during the policy period that the named insured no longer owns such interest in the subsidiary.</p> <p><u>Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures</u></p> <p>The first sentence of this provision broadens coverage by removing limited liability companies from the standard ISO CGL exclusionary provision regarding the conduct of any unnamed partnerships, joint ventures or limited liability companies. The exception added in the second sentence clarifies that this paragraph's restriction on insured status regarding the</p>
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				<p>conduct of unnamed partnerships or joint ventures does not apply to any such partnership or joint venture to the extent that it otherwise qualifies as an insured under the Who Is An Insured section.</p> <p><u>Contractual Liability – Railroads</u></p> <p>This provision removes the standard ISO CGL restriction in the definition of “insured contract” for easements or license agreements in connection with construction or demolition operations on or within 50 feet of a railroad. Additionally it removes the standard ISO CGL restriction in the definition of “insured contract” for the indemnification of a railroad for “bodily injury” or “property damage” arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel underpass or crossing.</p> <p><u>Knowledge And Notice Of Occurrence Or Offense</u></p> <p>This provision clarifies the responsibilities of the insureds to which it applies regarding notice to us of an “occurrence” or offense which may result in a claim. It provides more objective criteria for determining when such insureds have knowledge of such “occurrence” or offense, and it addresses those situations where injury covered by the Commercial General Liability policy is reasonably perceived to be, and initially is reported as, a Workers Compensation claim. Includes wording to address certain pollution coverage that may be added by another endorsement and may be subject to its own specific reporting requirements to avoid impacting any such specific reporting requirements that are applicable.</p> <p>The provision allows us to respond in a positive manner to insureds and agents/brokers who have requested this clarification of intent and responsibilities.</p>
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					<p><u>Unintentional Omission</u></p> <p>This provision clarifies that the unintentional omission of, or error in, information provided by the named insured which we relied upon in issuing the policy will not prejudice the named insured's rights under the policy.</p> <p><u>Blanket Waiver Of Subrogation</u></p> <p>This provision states that, if the insured agrees in a contract or agreement to waive their right of recovery against any person or organization, we also waive our right of recovery against such person or organization for payments we make for losses occurring (as described in this provision) after the execution of such contract or agreement.</p>
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Coverage For Bodily Injury Or Personal Injury To Co-Employees Or Co-Volunteer Workers	CG D4 32 07 08	New	END-GL-O	B	This endorsement extends insured status to the named insured's "employees" and "volunteer workers" for "bodily injury" or "personal injury" to their co-"employees" for acts within the course of their employment or while performing duties relating to the conduct of the named insured's business, or to their co-"volunteer workers" while performing duties relating to the conduct of the named insured's business.
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Amendment of Coverage – Products-Completed Operations Hazard – Medical And Biotechnology	CG D4 33 07 08	New	END-GL-O	C	Companies involved in the development, manufacture, distribution or servicing of medical or biotechnology products may have unique exposures respective to their products or work, including the testing or use of their products in a clinical trial, or the rental, lease or loan of such products to others. This endorsement replaces the definitions of "products-completed operations hazard," "your product" and "your work" to clarify that all "bodily injury" and "property damage" arising out of the named insured's medical or biotechnology products, or the testing or use of those products in a "clinical trial," is included in the "products-completed operations hazard" and is subject to the Products-Completed Operations Aggregate Limit. Definitions of "clinical trial," "your biotechnology product" and "your medical product" are also added.
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<p>International – Amendment of Coverage – With Exclusions For Acts of Terrorism Committed Outside The United States</p>	<p>CG D4 34 07 08</p>	<p>New</p>	<p>END-GL-O</p>	<p>B & R</p>	<p>This endorsement amends the Commercial General Liability Coverage Form as follows:</p> <ul style="list-style-type: none"> • Expands the “coverage territory” to apply on a worldwide basis except in the “prohibited area,” a defined term. • Excludes coverage for any “act of terrorism,” a defined term, committed outside the United States of America (including its territories and possessions and Puerto Rico.) • Establishes the insured’s responsibility to provide the defense, and our responsibilities regarding repayment to the insured if the laws or regulations of a country or jurisdiction prohibit us from fulfilling our duty to defend an insured or from paying damages, medical expenses or Supplementary Payments on behalf of an insured. • Establishes that payments we make for damages, defense expenses, medical expenses, and Supplementary Payments ordinarily will be made in the currency of the United States and indicates how the exchange rate will be determined. • Explains the limitations on our representations and responsibilities as a non-admitted or non-authorized insurer outside the United States of America including its territories and possessions, Puerto Rico and Canada.
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<p>International Products/Completed Operations Liability – Amendment of Coverage – With Exclusion For Acts of Terrorism Committed Outside The United States</p>	<p>CG D4 35 07 08</p>	<p>New</p>	<p>END-GL-O</p>	<p>B & R</p>	<p>This endorsement amends the Commercial General Liability Coverage Form as follows:</p> <ul style="list-style-type: none"> • Expands the “coverage territory”, for “bodily injury” or “property damage” included in the “products-completed operations hazard,” to apply on a worldwide basis except in the “prohibited area,” a defined term. • Excludes “bodily injury” or “property damage” included in the “products-completed operations hazard” and arising out of any “act of terrorism,” a defined term, committed outside of United States of America (including its territories and possessions and Puerto Rico.) • Establishes the insured’s responsibility to provide the defense, and our responsibilities regarding repayment to the insured, if the laws or regulations of a country or jurisdiction prohibit us from fulfilling our duty to defend an insured or from paying damages, medical expenses or Supplementary Payments on behalf of an insured. • Establishes that payments we make for damages, defense expenses, medical expenses, and Supplementary Payments ordinarily will be made in the currency of the United States and indicates how the exchange rate will be determined. • Explains the limitations on our representations and responsibilities as a non-admitted or non-authorized insurer outside the United States of America including its territories and possessions, Puerto Rico and Canada.
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<p>Amendment of Coverage B – Personal and Advertising Injury Liability – Technology</p>	<p>CG D4 36 07 08</p>	<p>New</p>	<p>END-GL-O</p>	<p>B & R</p>	<p>This new endorsement modifies the standard ISO CGL as follows:</p> <p><u>Amendment of Definition of Personal and Advertising Injury</u></p> <p>Redefined the combined term “personal and advertising injury” to mean “personal injury” or “advertising injury.” The use of these separately-defined terms was the industry standard prior to the introduction of the combined term “personal and advertising injury.” We believe that continued use of separate terms permits a clearer expression of coverage intent. Subsequent changes are also made to the Who Is An Insured and Limits Of Insurance Sections to be consistent with this change.</p> <p><u>Amendment Of Contractual Liability Exclusion – Exception For Damages Because Of Personal Injury Assumed By Named Insured In An Insured Contract</u></p> <p>Added an exception to the Contractual Liability exclusion to provide contractual liability coverage for certain “personal injury” liability assumed by a named insured. Subsequent changes are also made to the Supplementary Payments section and the definition of “insured contract” to be consistent with this broadening.</p> <p><u>Deletion of Exclusions J. And K.</u></p> <p>Deleted the Insureds In Media And Internet Type Businesses exclusion and the Electronic Chatrooms Or Bulletin Boards exclusion.</p> <p><u>Amendment Of Other Exclusions</u></p> <ul style="list-style-type: none"> Revised the Material Published With Knowledge Of Falsity exclusion to clarify that oral or written publication includes publication by electronic means.
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					<ul style="list-style-type: none"> • Changed the name of the Material Published Prior To Policy Period exclusion to Material Published Or Used Prior To The Policy Period. Added wording to the ISO exclusion to clarify our intent that oral or written publication includes publication by electronic means. Added a second prong to the exclusion that excludes “advertising injury” arising out of infringement of copyright, “title” or “slogan” in the named insured’s “advertisement” whose first infringement was committed before the beginning of the policy period. • Revised the Breach of Contract exclusion to apply only to “advertising injury.” Deleted the exception for an implied contract to use another’s advertising idea in the named insured’s “advertisement,” to be consistent with the revised definition of “advertising injury” which no longer includes the “use of another’s advertising idea in your ‘advertisement’” as a covered offense. • Revised the Quality Or Performance of Goods – Failure To Conform To Statements exclusion and the Wrong Description Of Prices exclusion to apply only to “advertising injury.” • Replaced the Infringement Of Copyright, Patent, Trademark, Or Trade Secret exclusion with an Intellectual Property exclusion that specifically refers to trade dress and trade name infringement as excluded intellectual property violations and that excludes any other “personal injury” or “advertising injury” alleged in a claim or “suit” that alleges an intellectual property infringement or violation. Revised the exception to the exclusion by replacing the phrase “infringement, in your ‘advertisement’, of copyright, trade dress or slogan” with the phrase “infringement of copyright, ‘title’ or ‘slogan’ in your ‘advertisement’” to be consistent with the scope of the covered offense in the definition of “advertising injury.”
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				<p><u>Amendment Of Who Is An Insured</u></p> <p>Replaced the introductory phrase of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED to apply that paragraph only to “bodily injury” or “personal injury.”</p> <p><u>Amendment Of Limits Of Insurance</u></p> <p>Replaced Paragraph 4. of SECTION III – LIMITS OF INSURANCE to replace the combined term “personal and advertising injury” with the separate terms “personal injury” and “advertising injury,” to reflect the intended application of the Personal and Advertising Injury Limit.</p> <p><u>Additional Definitions</u></p> <ul style="list-style-type: none"> • Added wording to the “advertising injury” and “personal injury” offenses of slander, libel, and disparagement to clarify our intent that oral or written publication includes publication by electronic means and that coverage applies only if the claim or “suit” is made or brought by the person or organization that has been slandered or libeled or whose goods, products or services have been disparaged. • Replaced the “advertising injury” offense of “infringing upon another’s copyright, trade dress or slogan” with “infringement of copyright, ‘title’ or ‘slogan’ in your ‘advertisement’” to better reflect our coverage intent. Added wording to the offense to clarify our intent that coverage applies only if the claim or “suit” is made or brought by the person or organization that claims ownership of such copyright, “title” or “slogan.” • Replaced the generic “advertising injury” and “personal injury” offenses of oral or written publication of material that “violates a person’s right of privacy” with three specific publication-based privacy offenses to clarify our intent. Added wording to these offenses to clarify our intent that oral or written publication includes publication by electronic means.
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					<ul style="list-style-type: none"> Revised, for additional clarity, the “personal injury” offense of “wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy” to specifically indicate that coverage applies only if the wrongful eviction, entry, or invasion is committed by the owner, landlord or lessor of that property. Deleted the “advertising injury” offense of “use of another’s advertising idea in your ‘advertisement.’” Added definitions of “slogan” and “title.”
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Amendment of Coverage B – Limited Personal and Advertising Injury Liability – Technology	CG D4 37 07 08	New	END-GL-O	R	<p>This new endorsement modifies the standard ISO CGL as follows:</p> <p><u>Amendment Of Definition Of Personal And Advertising Injury</u></p> <p>Redefined the combined term “personal and advertising injury” to mean “‘personal injury’ or ‘advertising injury.’” The use of these separately-defined terms was the industry standard prior to the introduction of the combined term “personal and advertising injury.” We believe that continued use of separate terms permits a clearer expression of coverage intent. Subsequent changes are also made to the Who Is An Insured and Limits Of Insurance Sections to be consistent with this change.</p> <p><u>Amendment Of Contractual Liability Exclusion – Exception For Damages Because Of Personal Injury Assumed By Named Insured In An Insured Contract</u></p> <p>Added an exception to the Contractual Liability exclusion to provide contractual liability coverage for certain “personal injury” liability assumed by a named insured. Subsequent changes are also made to the Supplementary Payments section and the definition of “insured contract” to be consistent with this broadening.</p>
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					<p><u>Deletion Of Exclusions J. And K.</u></p> <p>Deleted the Insureds In Media And Internet Type Businesses exclusion and the Electronic Chatrooms Or Bulletin Boards exclusion.</p> <p><u>Amendment Of Other Exclusions</u></p> <ul style="list-style-type: none"> • Replaced the Material Published Prior To Policy Period exclusion with a new exclusion entitled Material Used Prior To Policy Period that excludes “advertising injury” arising out of infringement of copyright, “title” or “slogan” in the named insured’s “advertisement” whose first infringement was committed before the beginning of the policy period. • Revised the Breach of Contract exclusion to apply only to “advertising injury.” Deleted the exception for an implied contract to use another’s advertising idea in the named insured’s “advertisement,” to be consistent with the revised definition of “advertising injury” which no longer includes the “use of another’s advertising idea in your ‘advertisement’” as a covered offense. • Revised the Quality Or Performance of Goods – Failure To Conform To Statements exclusion and the Wrong Description Of Prices exclusion to apply only to “advertising injury.” • Replaced the Infringement Of Copyright, Patent, Trademark, Or Trade Secret exclusion with an Intellectual Property exclusion that applies only to “personal injury”, that specifically refers to trade dress and trade name infringement as excluded intellectual property violations, and that excludes any other “personal injury” alleged in a claim or “suit” that alleges an intellectual property infringement or violation. Added an exception for “personal injury” alleged in any claim or “suit” that also alleges “advertising injury.”
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				<p><u>Amendment Of Who Is An Insured</u></p> <p>Replaced the introductory phrase of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED to apply that paragraph only to “bodily injury” or “personal injury.”</p> <p><u>Amendment Of Limits Of Insurance</u></p> <p>Replaced Paragraph 4. of SECTION III – LIMITS OF INSURANCE to replace the combined term “personal and advertising injury” with the separate terms “personal injury” and “advertising injury,” to reflect the intended application of the Personal and Advertising Injury Limit.</p> <p><u>Additional Definitions</u></p> <ul style="list-style-type: none"> • Deleted the “advertising injury” and “personal injury” publication-based offenses of slander, libel, disparagement, and violation of a person’s right of privacy. • Deleted the “advertising injury” offense of “use of another’s advertising idea in your ‘advertisement.’” • Replaced the “advertising injury” offense of “infringing upon another’s copyright, trade dress or slogan” with “infringement of copyright, ‘title’ or ‘slogan’ in your ‘advertisement’” to better reflect our coverage intent. Added wording to the offense to clarify our intent that coverage applies only if the claim or “suit” is made or brought by the person or organization that claims ownership of such copyright, “title” or “slogan.” • Revised, for additional clarity, the “personal injury” offense of “wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy” to specifically indicate that coverage applies only if the wrongful eviction, entry, or invasion is committed by the owner, landlord or lessor of that property. • Added definitions of “slogan” and “title.”
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<p>Amendment of Coverage B – Personal and Advertising Injury Liability – Technology – With Exclusion For Insureds In Media And Internet Type Businesses</p>	<p>CG D4 38 07 08</p>	<p>New</p>	<p>END-GL-O</p>	<p>B & R</p>	<p>This new endorsement modifies the standard ISO CGL as follows:</p> <p><u>Amendment Of Definition Of Personal And Advertising Injury</u></p> <p>Redefined the combined term “personal and advertising injury” to mean “‘personal injury’ or ‘advertising injury.’” The use of these separately-defined terms was the industry standard prior to the introduction of the combined term “personal and advertising injury.” We believe that continued use of separate terms permits a clearer expression of coverage intent. Subsequent changes are also made to the Who Is An Insured and Limits Of Insurance Sections to be consistent with this change.</p> <p><u>Amendment Of Contractual Liability Exclusion – Exception For Damages Because Of Personal Injury Assumed By Named Insured In An Insured Contract</u></p> <p>Added an exception to the Contractual Liability exclusion to provide contractual liability coverage for certain “personal injury” liability assumed by a named insured. Subsequent changes are also made to the Supplementary Payments section and the definition of “insured contract” to be consistent with this broadening.</p> <p><u>Deletion Of Exclusion K.</u></p> <p>Deleted the Electronic Chatrooms Or Bulletin Boards exclusion.</p> <p><u>Amendment Of Other Exclusions</u></p> <ul style="list-style-type: none"> Revised the Material Published With Knowledge Of Falsity exclusion to clarify that oral or written publication includes publication by electronic means.
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					<ul style="list-style-type: none"> • Changed the name of the Material Published Prior To Policy Period exclusion to Material Published Or Used Prior To The Policy Period. Added wording to the ISO exclusion to clarify our intent that oral or written publication includes publication by electronic means. Added a second prong to the exclusion that excludes “advertising injury” arising out of infringement of copyright, “title” or “slogan” in the named insured’s “advertisement” whose first infringement was committed before the beginning of the policy period. • Revised the Breach of Contract exclusion to apply only to “advertising injury.” Deleted the exception for an implied contract to use another’s advertising idea in the named insured’s “advertisement,” to be consistent with the revised definition of “advertising injury” which no longer includes the “use of another’s advertising idea in your ‘advertisement’” as a covered offense. • Revised the Quality Or Performance of Goods – Failure To Conform To Statements exclusion and the Wrong Description Of Prices exclusion to apply only to “advertising injury.” • Replaced the Infringement Of Copyright, Patent, Trademark, Or Trade Secret exclusion with an Intellectual Property exclusion that specifically refers to trade dress and trade name infringement as excluded intellectual property violations and that excludes any other “personal injury” or “advertising injury” alleged in a claim or “suit” that alleges an intellectual property infringement or violation. Revised the exception to the exclusion by replacing the phrase “infringement, in your ‘advertisement’, of copyright, trade dress or slogan” with the phrase “infringement of copyright, ‘title’ or ‘slogan’ in your ‘advertisement’” to be consistent with the scope of the covered offense in the definition of “advertising injury.”
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					<ul style="list-style-type: none"> Revised the Insureds In Media And Internet Type Businesses exclusion by replacing the undefined terms broadcasting and telecasting with the newly-defined term "broadcasting". Added a description of additional activities that will not be considered to be the business of publishing. <p><u>Amendment Of Who Is An Insured</u></p> <p>Replaced the introductory phrase of Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED to apply that paragraph only to "bodily injury" or "personal injury."</p> <p><u>Amendment Of Limits Of Insurance</u></p> <p>Replaced Paragraph 4. of SECTION III – LIMITS OF INSURANCE to replace the combined term "personal and advertising injury" with the separate terms "personal injury" and "advertising injury," to reflect the intended application of the Personal and Advertising Injury Limit.</p> <p><u>Additional Definitions</u></p> <ul style="list-style-type: none"> Added wording to the "advertising injury" and "personal injury" offenses of slander, libel, and disparagement to clarify our intent that oral or written publication includes publication by electronic means and that coverage applies only if the claim or "suit" is made or brought by the person or organization that has been slandered or libeled or whose goods, products or services have been disparaged. Replaced the "advertising injury" offense of "infringing upon another's copyright, trade dress or slogan" with "infringement of copyright, 'title' or 'slogan' in your 'advertisement'" to better reflect our coverage intent. Added wording to the offense to clarify our intent that coverage applies only if the claim or "suit" is made or brought by the person or organization that claims ownership of such copyright, "title" or "slogan."
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					<ul style="list-style-type: none"> • Replaced the generic “advertising injury” and “personal injury” offenses of oral or written publication of material that “violates a person’s right of privacy” with three specific publication-based privacy offenses to clarify our intent. Added wording to these offenses to clarify our intent that oral or written publication includes publication by electronic means. • Revised, for additional clarity, the “personal injury” offense of “wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy” to specifically indicate that coverage applies only if the wrongful eviction, entry, or invasion is committed by the owner, landlord or lessor of that property. • Deleted the “advertising injury” offense of “use of another’s advertising idea in your ‘advertisement.’” • Added definitions of “broadcasting”, “slogan” and “title.”
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Exclusion – Products-Completed Operations Hazard – Medical And Biotechnology	CG D4 39 07 08	New	END-O-GL	R	This endorsement excludes coverage for all “bodily injury” or “property damage” included in the “products-completed operations hazard.” This endorsement replaces the definitions of “products-completed operations hazard,” “your product” and “your work” to clarify that all “bodily injury” and “property damage” arising out of the named insured’s medical or biotechnology products, or the testing or use of those products in a “clinical trial,” is included in the “products-completed operations hazard” and is subject to the exclusion. Definitions of “clinical trial,” “your biotechnology product” and “your medical product” are also added.
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Exclusion – Medical And Biotechnology Products Being Tested In A Human Clinical Trial	CG D4 40 07 08	New	END-GL-O	R	This endorsement may be used with either the Commercial General Liability Coverage Part or the Medical And Biotechnology Products/Completed Operations Liability Coverage Part. It excludes coverage for “bodily injury” arising out of the named insured’s medical or biotechnology products being tested in a “clinical trial” that uses human subjects. This endorsement provides an underwriting option if (1) the insured has separate coverage for human clinical trials or (2) we do not wish to cover the insured’s human clinical trials.
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Exclusion – Unapproved Medical Or Biotechnology Products	CG D4 41 07 08	New	END-GL-O	R	This endorsement may be used with either the Commercial General Liability Coverage Part or the Medical And Biotechnology Products/Completed Operations Liability Coverage Part. It excludes coverage for all “bodily injury” or “property damage” arising out of the named insured’s medical or biotechnology products for which the named insured has not received the required regulatory agency approval or authorization for commercial distribution or clinical usage, if the “bodily injury” or “property damage” arises out of such distribution or usage. This endorsement provides an underwriting option if (1) the insured has separate coverage for the unapproved products or (2) we do not wish to cover the product because it has not been approved for commercial distribution or clinical usage.
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<p>Prior Personal Injury And Advertising Injury Liability Coverage – Technology</p>	<p>CG D4 42 07 08</p>	<p>New</p>	<p>END-O-GL</p>	<p>B</p>	<p>This endorsement broadens coverage for the “personal injury” or “advertising injury” publication-based offenses of:</p> <ul style="list-style-type: none"> • Slander, libel and disparagement; and • Unreasonable placement of a person in a false light, disclosure of information about a person’s private life, and appropriation of a person’s name, voice, photograph or likeness; <p>committed during the “described prior time period,” provided that no “described authorized person” knew about such “personal injury” or “advertising injury” or any other “personal injury” or “advertising injury” caused by such offense. The endorsement contains provisions that explain when a “described authorized” person will be deemed to know about such “personal injury” or “advertising injury.” It adds an exception to the Material Published Or Used Prior To The Policy Period exclusion for material first published during the “described prior time period,” and it clarifies that the limits of insurance do not apply separately to such period. Definitions of “described authorized person” and “described prior time period” are also added.</p> <p>This endorsement is used to close a potential coverage gap when we issued:</p> <ol style="list-style-type: none"> 1. an occurrence-based CGL policy <u>that excluded those offenses</u>, in conjunction with a Technology claims-made “wrongful acts” professional policy <u>that covered those offenses</u>; <p>and we subsequently replaced those policies with:</p> <ol style="list-style-type: none"> 2. an occurrence-based CGL policy <u>that covers those offenses</u>, in conjunction with a Technology claims-made “wrongful acts” professional policy <u>that excludes those offenses</u>. <p>The gap is caused by the interaction between the two sets of occurrence/claims-made policies, and the endorsement serves as the bridge to close the gap.</p>
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Exclusion – Professional Health Care Services	CG D4 44 07 08	New	END-GL-O	R	<p>This endorsement excludes all coverage for the providing or failing to provide professional health care services.</p> <p>For named insureds that are not in the business of providing professional health care services, an exception to the exclusion applies to “bodily injury” arising out of providing or failing to provide first aid or “Good Samaritan services” by any of the named insured’s “employees” or “volunteer workers” other than a doctor.</p>
Defense Expenses Outside Of Limits	CG D4 45 07 08	New	END-GL-O	B	<p>This endorsement revises the Medical And Biotechnology Products/Completed Operations Liability Coverage Form to cover “defense expenses” outside the limits of insurance.</p>
Defense Expenses Outside Of Limits And Deductibles	CG D4 46 07 08	New	END-GL-O	B	<p>This endorsement revises the Medical And Biotechnology Products/Completed Operations Liability Coverage Form to:</p> <ul style="list-style-type: none"> • Cover “defense expenses” outside the limits of insurance. <p>Apply the deductible to damages only.</p>
Exclusion – Infectious Diseases	CG D4 47 07 08	New	END-GL-O	R	<p>This endorsement to the Medical And Biotechnology Products/Completed Operations Liability Coverage Form excludes all coverage for certain infectious diseases. These diseases are identified via the defined term “infectious pathogen.”</p>
Exclusion – Latex	CG D4 48 07 08	New	END-GL-O	R	<p>This endorsement to the Medical And Biotechnology Products/Completed Operations Liability Coverage Form excludes all coverage for latex or “latex products,” a defined term.</p>
Exclusion – Silicone	CG D4 49 07 08	New	END-GL-O	R	<p>This endorsement to the Medical And Biotechnology Products/Completed Operations Liability Coverage Form excludes all coverage for silicone or “silicone products,” a defined term.</p>

Products Batch Limitation	CG D4 50 07 08	New	END-GL-O	R	This endorsement to the Medical And Biotechnology Products/Completed Operations Liability Coverage Form limits coverage by deeming all "bodily injury" or "property damage" arising out of any one "batch" of the named insured's products to be caused by one "occurrence," and such injury or damage to occur at the time that the first of such injury or damage occurs. The limitation applies regardless of the number of "occurrences" that actually cause the injury or damage, the number of persons or organizations making claims or bringing "suits" for such injury or damage or when such injury or damage actually occurs.
Designated Professional Services Coverage	CG D4 51 07 08	New	END-GL-O	B	This endorsement to the Medical And Biotechnology Products/Completed Operations Liability Coverage Form provides coverage for "bodily injury" or "property damage" included in the "products-completed operations hazard" caused by an act or omission committed by a "designated professional" acting within the scope of his or her duties for the named insured in providing or failing to provide professional services shown in the Schedule Of Designated Professional Services.
Exclusion- Specified Drugs	CG D4 52 07 08	New	END-GL-O	R	This endorsement to the Medical And Biotechnology Products/Completed Operations Liability Coverage Form excludes all coverage for certain drugs that may have harmful effects. These drugs are identified via the defined term "specified drug."

Supplemental Extended Reporting Period Endorsement	CG D4 53 07 08	New	END-GL-O	B	<p>This endorsement to the Medical And Biotechnology Products/Completed Operations Liability Coverage Form provides a Supplemental Extended Reporting Period of unlimited duration if purchased upon cancellation or non-renewal of the policy.</p> <p>This endorsement includes a Supplemental Aggregate Limit, which applies to claims or "suits" first made or brought during the Supplemental Extended Reporting Period. The Supplemental Aggregate Limit is equal to the Aggregate Limit entered on the Declarations of this Coverage Part in effect at the end of the policy period. This endorsement includes a provision indicating that the insurance provided for claims or "suits" first made or brought during the Supplemental Extended Reporting period is excess over any valid and collectible other insurance available under insurance in force after the Supplemental Extended Reporting Period starts.</p>
International – Amendment of Coverage	CG D4 55 07 08	New	END-GL-O	B & R	<p>This endorsement amends the Employee Benefits Liability Coverage Form as follows:</p> <ul style="list-style-type: none"> • Expands the "coverage territory" to apply on a worldwide basis except in the "prohibited area," a defined term. • Establishes the insured's responsibility to provide the defense, and our responsibilities regarding repayment to the insured, if the laws or regulations of a country or jurisdiction prohibit us from fulfilling our duty to defend an insured or from paying damages or Supplementary Payments on behalf of an insured. • Establishes that payments we make for damages, defense expenses, and Supplementary Payments ordinarily will be made in the currency of the United States and indicates how the exchange rate will be determined. • Explains the limitations on our representations and responsibilities as a non-admitted or non-authorized insurer outside the United States of America including its territories and possessions, Puerto Rico and Canada.

Deductible Endorsement – Limits of Insurance Apply Excess of Deductibles	CG D4 56 07 08	New	END-GL-O	R	<p>This endorsement:</p> <ul style="list-style-type: none"> • Is for use on general liability policies which include a liability deductible of \$25,000 or greater. • Is intended for use only with large commercial insureds. • Provides that the limits of insurance shall not be reduced by the amount of any damages, “allocated loss adjustment expenses”, medical expenses or “limited covered pollution costs” (if applicable) within the Deductible Amount. • Allows for inclusion of an Aggregate Deductible Limit applicable to all coverages that are subject to the deductible.
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Medical and Biotechnology Products/Completed Operations Liability Coverage Part Declarations	CG T0 78 07 08	New	DEC-GL-M	N/A	<ul style="list-style-type: none"> • This Declaration page is used with our Medical And Biotechnology Products/Completed Operations Liability Coverage Form
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Declarations Premium Schedule Medical and Biotechnology Products/Completed Operations Liability Coverage Part	CG T0 79 07 08	New	DEC-GL-M	N/A	<ul style="list-style-type: none"> • This Declaration Premium Schedule is used with our Medical And Biotechnology Products/Completed Operations Liability Coverage Part.
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<p>Medical And Biotechnology Products/Completed Operations Liability Coverage Form</p>	<p>CG T1 27 07 08</p>	<p>New</p>	<p>PCF-GL-M</p>	<p>N/A</p>	<p>This form provides products/completed operations liability coverage on a claims-made basis for companies involved in the development, manufacture, distribution or servicing of medical or biotechnology products. Coverage is provided for sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard." The standard ISO definitions of "products-completed operations hazard", "your product" and "your work" are revised to indicate that "bodily injury" and "property damage" arising out of the named insured's medical or biotechnology products, or the testing or use of those products in a "clinical trial," is included in the "products-completed operations hazard." Definitions of "clinical trial," "your biotechnology product" and "your medical product" are also added. Additional coverage features include:</p> <ul style="list-style-type: none"> • Payment of "defense expenses" will reduce the available limits of insurance. • An Each Occurrence Deductible applies to all damages and "defense expenses" for all claims or "suits" for "bodily injury" or "property damage" arising out of any one "occurrence." • An Aggregate Deductible applies to all damages and "defense expenses" for all claims or "suits" for "bodily injury" or "property damage." • The deductibles do not apply to payments we make under Supplementary Payments. • The applicable limit of insurance will not be reduced by the amount of any damages or "defense expenses" within the deductible amount. • The named insured is responsible for and must reimburse the Company for damages and "defense expenses" we pay that are subject to a deductible.
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*Type of Form Legend:

ADV = Advertising

ABE = Application/Binder/Enrollment

BND = Bond

CNR = Canc/NonRen Notice

CER = Certificate

DEC = Declarations/Schedule

DSC = Disclosure/Notice

ERS = Election/Rejection/Supplemental Applications

END = Endorsement/Amendment/Conditions

OTH = Other

PCF = Policy/Coverage Form

Filing Memorandum
Technology Commercial General Liability
(Filing Number 2008-07-0003)

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

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

Forms

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ARKANSAS CHANGES – MEDICAL AND BIOTECHNOLOGY
 PRODUCTS/COMPLETED OPERATIONS LIABILITY**

This endorsement modifies insurance provided under the following:

**MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED OPERATIONS LIABILITY
 COVERAGE PART**

PROVISIONS

1. The following is added to **SECTION V – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS**:

Your Right To Claim And Occurrence Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding products/completed operations liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2.a. Duties In The Event Of Occurrence, Claim Or Suit, of Section V – Products/Completed Operations Liability Conditions**. We will include the date and brief description of the "occurrence" if that information was in the notice we received. We will also include any estimated reserves on reported "occurrences".
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under the Aggregate Limit.
- c. A description of closed claims and/or open claims including the date and description of "occurrence", amount of payment, if any, and an estimate of reserves, if any.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

We compile claim and "occurrence" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

2. The following replaces the first and second paragraphs of Paragraph **5. of SECTION VI – EXTENDED REPORTING PERIODS**:

A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period ends.

The Supplemental Extended Reporting Period will not go into effect unless we receive all of the following within 90 days after the end of the policy period and you have fulfilled all other duties, and complied with all other conditions and requirements, under this policy:

- a. A written request from you to purchase the Supplemental Extended Reporting Period Endorsement; and
- b. Payment of the additional premium for the Supplemental Extended Reporting Period Endorsement.

3. The following replaces the definition of "pollutants" in the **DEFINITIONS** Section:

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

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

This definition of "pollutants" applies regardless of whether:

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

Waste includes materials to be recycled, reconditioned or reclaimed.