

SERFF Tracking Number: TRVE-125946946 State: Arkansas  
 Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50  
 Company Tracking Number: 2008-11-0083  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: Wrap+ MPL Endorsement Filing 2008-11-0083  
 Project Name/Number: Wrap+ MPL Endorsement Filing 2008-11-0083/2008-11-0083

## Filing at a Glance

Company: Travelers Casualty and Surety Company of America

Product Name: Wrap+ MPL Endorsement Filing SERFF Tr Num: TRVE-125946946 State: Arkansas

2008-11-0083

TOI: 17.0 Other Liability-Occ/Claims Made

SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.0019 Professional Errors &

Co Tr Num: 2008-11-0083

State Status: Fees verified and

Omissions Liability

received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith

Roberts

Authors: Socorro Armstrong,

Disposition Date: 12/19/2008

Theresa Lavenburg, Michelle Smith

Cotto, Sonia Worrell, Timothy

Bengston, Celina Caez

Date Submitted: 12/16/2008

Disposition Status: Approved

Effective Date Requested (New): 01/15/2009

Effective Date (New):

Effective Date Requested (Renewal): 01/15/2009

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Wrap+ MPL Endorsement Filing 2008-11-0083

Status of Filing in Domicile:

Project Number: 2008-11-0083

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 12/19/2008

State Status Changed: 12/19/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

In compliance with the insurance laws and regulations of your state, we submit an enhancement to our current Wrap+ Miscellaneous Professional Liability program, which was approved under our filing number: 2005-07-0133.

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This filing includes seven endorsements for general use with our MPL program policy, MPL-3001 ed. 07-05. The forms will be offered to all eligible insureds and issued at the insured's option.

There is no rating impact as a result of this filing.

## Company and Contact

### Filing Contact Information

Michelle Smith Cotto, Regulatory Analyst MSMITHCO@travelers.com  
 One Tower Square (860) 277-2345 [Phone]  
 Hartford, CT 06183 (860) 235-4951[FAX]

### Filing Company Information

Travelers Casualty and Surety Company of America CoCode: 31194 State of Domicile: Connecticut  
 One Tower Square Group Code: 3548 Company Type:  
 2S2B  
 Hartford, CT 06183 Group Name: State ID Number:  
 (860) 277-0179 ext. [Phone] FEIN Number: 06-0907370  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Travelers Casualty and Surety Company of America	\$50.00	12/16/2008	24555126

SERFF Tracking Number: TRVE-125946946 State: Arkansas  
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Product Name: Wrap+ MPL Endorsement Filing 2008-11-0083  
Project Name/Number: Wrap+ MPL Endorsement Filing 2008-11-0083/2008-11-0083

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/19/2008	12/19/2008

*SERFF Tracking Number:* TRVE-125946946      *State:* Arkansas  
*Filing Company:* Travelers Casualty and Surety Company of      *State Tracking Number:* EFT \$50  
America  
*Company Tracking Number:* 2008-11-0083  
*TOI:* 17.0 Other Liability-Occ/Claims Made      *Sub-TOI:* 17.0019 Professional Errors & Omissions  
Liability  
*Product Name:* Wrap+ MPL Endorsement Filing 2008-11-0083  
*Project Name/Number:* Wrap+ MPL Endorsement Filing 2008-11-0083/2008-11-0083

## **Disposition**

Disposition Date: 12/19/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Approval based upon compliance with AID Order # 2007-046 which requires minimum limits of liability of \$1 ml or greater in order to be payable with defense within the limits of liability.

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVE-125946946 State: Arkansas  
 Filing Company: Travelers Casualty and Surety Company of State Tracking Number: EFT \$50  
 America  
 Company Tracking Number: 2008-11-0083  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0019 Professional Errors & Omissions  
 Liability

Product Name: Wrap+ MPL Endorsement Filing 2008-11-0083  
 Project Name/Number: Wrap+ MPL Endorsement Filing 2008-11-0083/2008-11-0083

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	Contingent Bodily Injury Exclusion Endt	Approved	Yes
Form	Contingent Property Damage Exclusion Endt.	Approved	Yes
Form	Contingent Bodily Injury Exclusion Endt. with Reduced Limits	Approved	Yes
Form	Contingent Property Damage Exclusion Endt. w/ Reduced Limits	Approved	Yes
Form	Contingent Bodily Injury and Property Damage Excl. Endt. with Reduced Limits	Approved	Yes
Form	Reprinting and Cost Overruns Reduced Limits Endorsement	Approved	Yes
Form	Reduced Limits of Liability for Promotions Endorsement	Approved	Yes

SERFF Tracking Number: TRVE-125946946 State: Arkansas  
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 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
 Product Name: Wrap+ MPL Endorsement Filing 2008-11-0083  
 Project Name/Number: Wrap+ MPL Endorsement Filing 2008-11-0083/2008-11-0083

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Contingent Bodily Injury Exclusion Endt	MPL-7091	(12-08)	Endorsement/Amendment/Conditions	New	0.00	MPL-7091-1208.pdf
Approved	Contingent Property Damage Exclusion Endt.	MPL-7092	(12-08)	Endorsement/Amendment/Conditions	New	0.00	MPL-7092-1208.pdf
Approved	Contingent Bodily Injury Exclusion Endt. with Reduced Limits	MPL-7093	(12-08)	Endorsement/Amendment/Conditions	New	0.00	MPL-7093-1208.pdf
Approved	Contingent Property Damage Exclusion Endt. w/ Reduced Limits	MPL-7094	(12-08)	Endorsement/Amendment/Conditions	New	0.00	MPL-7094-1208.pdf
Approved	Contingent Bodily Injury and Property Damage Excl. Endt. with Reduced Limits	MPL-7095	(12-08)	Endorsement/Amendment/Conditions	New	0.00	MPL-7095-1208.pdf
Approved	Reprinting and Cost Overruns Reduced Limits Endorsement	MPL-7096	(12-08)	Endorsement/Amendment/Conditions	New	0.00	MPL-7096-1208.pdf
Approved	Reduced Limits of Liability for Promotions Endorsement	MPL-7101	(12-08)	Endorsement/Amendment/Conditions	New	0.00	MPL-7101-1208.pdf

**ISSUED BY:**  
**ISSUED TO:**

**POLICY NO:**

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

**CONTINGENT BODILY INJURY EXCLUSION ENDORSEMENT**

This endorsement modifies the following coverage:

**Miscellaneous Professional Liability**

It is agreed that the following replaces Section III. EXCLUSIONS, A. 2.:

2. for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person; provided that this exclusion shall not apply to such bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation:

- a. directly and immediately caused in fact by a **Wrongful Act** of an **Insured**; and
- b. that is not covered under any other policy of insurance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations of effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations

\_\_\_\_\_  
Authorized Company Representative

**ISSUED BY:**

**POLICY NO:**

**ISSUED TO:**

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

**CONTINGENT PROPERTY DAMAGE EXCLUSION ENDORSEMENT**

This endorsement modifies the following coverage:

**Miscellaneous Professional Liability**

It is agreed that the following replaces Section III. EXCLUSIONS, A.1.:

1. for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot; provided that this exclusion shall not apply to such damage to, destruction of, loss of, or loss of use of, any tangible property:
  - a. directly and immediately caused in fact by a **Wrongful Act** of an **Insured**; and
  - b. that is not covered under any other policy of insurance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations of effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:

POLICY NO:

ISSUED TO:

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

**CONTINGENT BODILY INJURY EXCLUSION ENDORSEMENT WITH REDUCED LIMITS**

This endorsement modifies the following coverage:

**Miscellaneous Professional Liability**

It is agreed that:

1. The following is added to Section III. CONDITIONS, C. LIMITS OF LIABILITY, 1. of the Liability Coverage Terms and Conditions:

However, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance is further limited by the following:

The Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under the Miscellaneous Professional Liability coverage for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person, directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance, shall be the Contingent Bodily Injury Limit of Liability for all **Claims** set forth in ITEM 5. of the Declarations. The Contingent Bodily Injury Limit of Liability for all **Claims** is included within, and not in addition to, any applicable limit of liability.

2. The following is added to Section III.CONDITIONS, D. ADDITIONAL DEFENSE COVERAGE of the Liability Coverage Terms and Conditions:

The Company's maximum liability for **Defense Expenses** for all **Claims** for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance, and are paid pursuant to the **Additional Defense Limit of Liability**, shall not exceed the Contingent Bodily Injury Limit of Liability for all **Claims** set forth in ITEM 5 of the Declarations. Such **Defense Expenses** shall be part of, and not in addition to, the Contingent Bodily Injury Limit of Liability for all **Claims** set forth in ITEM 5 of the Declarations and such Contingent Bodily Injury Limit of Liability for all **Claims** will be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

The Company's maximum liability for **Defense Expenses** for each **Claim** for any bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance, and is paid pursuant to the **Additional Defense Limit of Liability**, shall not exceed the Contingent Bodily Injury Limit of Liability for each **Claim** set forth in ITEM 5 of the Declarations. Such **Defense Expenses** shall be part of, and not in addition to, the Contingent Bodily Injury Limit of Liability for each **Claim** set forth in ITEM 5 of the Declarations and such Contingent Bodily Injury Limit of Liability for each **Claim** shall be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

3. The following replaces Section III. EXCLUSIONS, A.2. of the Miscellaneous Professional Liability coverage:
  2. for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person; provided that this exclusion shall not apply to such bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation:
    - a. directly and immediately caused in fact by a **Wrongful Act** of an **Insured**; and
    - b. that is not covered under any other policy of insurance.

4. The following is added to Section V. CONDITIONS, C. LIMIT OF LIABILITY, of the Miscellaneous Professional Liability coverage:

However, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for each **Claim** for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance is further limited by the following:

The Company's maximum limit of liability for **Loss**, including **Defense Expenses**, for each **Claim** for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person, directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance shall be the Contingent Bodily Injury Limit of Liability for each **Claim** set forth in ITEM 5. of the Declarations, regardless of when payment is made and regardless of when an **Insured's** legal obligation with regard thereto arises or is established. The Contingent Bodily Injury Limit of Liability for each **Claim** is included within, and not in addition to, any applicable limit of liability.

5. The following are added to ITEM 5. of the Declarations:

<b>Contingent Bodily Injury Limit of Liability:</b>	for all <b>Claims</b>
<b>Contingent Bodily Injury Limit of Liability:</b>	for each <b>Claim</b>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations of effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
 On behalf of the entity named in  
 ITEM 1 of the Declarations

\_\_\_\_\_  
 Authorized Company Representative

ISSUED BY:

POLICY NO:

ISSUED TO:

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

**CONTINGENT PROPERTY DAMAGE EXCLUSION ENDORSEMENT WITH REDUCED LIMITS**

This endorsement modifies the following coverage:

**Miscellaneous Professional Liability**

It is agreed that:

1. The following is added to Section III. CONDITIONS, C. LIMITS OF LIABILITY, 1. of the Liability Coverage Terms and Conditions:

However, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance is further limited by the following:

The Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under the Miscellaneous Professional Liability coverage for any actual or alleged damage to, destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance shall be the Contingent Property Damage Limit of Liability for all **Claims** set forth in ITEM 5. of the Declarations. The Contingent Property Damage Limit of Liability for all **Claims** is included within, and not in addition to, any applicable limit of liability.

2. The following is added to Section III.CONDITIONS, D. ADDITIONAL DEFENSE COVERAGE of the Liability Coverage Terms and Conditions:

The Company's maximum liability for **Defense Expenses** for all **Claims** for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance, and are paid pursuant to the **Additional Defense Limit of Liability**, shall not exceed the Contingent Property Damage Limit of Liability for all **Claims** set forth in ITEM 5 of the Declarations. Such **Defense Expenses** shall be part of, and not in addition to, the Contingent Property Damage Limit of Liability for all **Claims** set forth in ITEM 5 of the Declarations and such Contingent Property Damage Limit of Liability for all **Claims** shall be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

The Company's maximum liability for **Defense Expenses** for each **Claim** for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance, and is paid pursuant to the **Additional Defense Limit of Liability**, shall not exceed the Contingent Property Damage Limit of Liability for each **Claim** set forth in ITEM 5 of the Declarations. Such **Defense Expenses** shall be part of, and not in addition to, the Contingent Property Damage Limit of Liability for each **Claim** set forth in ITEM 5 of the Declarations and such Contingent Property

Damage Limit of Liability for each **Claim** shall be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

- 3 The following replaces Section III. EXCLUSIONS, A.1. of the Miscellaneous Professional Liability coverage:
1. for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, provided that this exclusion shall not apply to such damage to, destruction of, loss of, or loss of use of, any tangible property:
    - a. directly and immediately caused in fact by a **Wrongful Act** of an **Insured**; and
    - b. that is not covered under any other policy of insurance.

4. The following is added to Section V. CONDITIONS, C. LIMIT OF LIABILITY, of the Miscellaneous Professional Liability coverage:

However, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for each **Claim** for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance is further limited by the following:

The Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for each **Claim** for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance shall be the Contingent Property Damage Limit of Liability for each **Claim** set forth in ITEM 5. of the Declarations, regardless of when payment is made and regardless of when an **Insured's** legal obligation with regard thereto arises or is established. The Contingent Property Damage Limit of Liability for each **Claim** is included within, and not in addition to, any applicable limit of liability.

5. The following are added to ITEM 5. of the Declarations:

**Contingent Property Damage Limit of Liability:** for all **Claims**

**Contingent Property Damage Limit of Liability:** for each **Claim**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations of effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:

POLICY NO:

ISSUED TO:

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

**CONTINGENT BODILY INJURY AND PROPERTY DAMAGE EXCLUSIONS ENDORSEMENT WITH  
REDUCED LIMITS**

This endorsement modifies the following coverage:

**Miscellaneous Professional Liability**

It is agreed that:

1. The following is added to Section III. CONDITIONS, C. LIMITS OF LIABILITY, 1. of the Liability Coverage Terms and Conditions:

However, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for:

- a. all **Claims** for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance; and
- b. all **Claims** for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance,

is further limited by the following:

The Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for:

- a. all **Claims** under the Miscellaneous Professional Liability coverage for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance; and
- b. all **Claims** under the Miscellaneous Professional Liability coverage for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person, directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance,

shall be the Contingent Bodily Injury and Property Damage Limit of Liability for all **Claims** set forth in ITEM 5. of the Declarations. The Contingent Bodily Injury and Property Damage Limit of Liability for all **Claims** is included within, and not in addition to, any applicable limit of liability.

2. The following is added to Section III.CONDITIONS, D. ADDITIONAL DEFENSE COVERAGE of the Liability Coverage Terms and Conditions:

The Company's maximum liability for **Defense Expenses** for:

- a. all **Claims** for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water

movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance; and

- b. all **Claims** for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance,

and are paid pursuant to the **Additional Defense Limit of Liability**, shall not exceed the Contingent Bodily Injury and Property Damage Limit of Liability for all **Claims** set forth in ITEM 5 of the Declarations. Such **Defense Expenses** shall be part of, and not in addition to, the Contingent Bodily Injury and Property Damage Limit of Liability for all **Claims** set forth in ITEM 5 of the Declarations and such Contingent Bodily Injury and Property Damage Limit of Liability for all **Claims** shall be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

The Company's maximum liability for **Defense Expenses** for:

- a. each **Claim** for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance; and
- b. each **Claim** for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance,

and is paid pursuant to the **Additional Defense Limit of Liability**, shall not exceed the Contingent Property Damage Limit of Liability for each **Claim** set forth in ITEM 5 of the Declarations. Such **Defense Expenses** shall be part of, and not in addition to, the Contingent Property Damage Limit of Liability for each **Claim** set forth in ITEM 5 of the Declarations and such Contingent Property Damage Limit of Liability for each **Claim** shall be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

- 3. The following replaces Section III. EXCLUSIONS, A.1. of the Miscellaneous Professional Liability coverage:
  - 1. for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, provided that this exclusion shall not apply to such damage to, destruction of, loss of, or loss of use of, any tangible property:
    - a. directly and immediately caused in fact by a **Wrongful Act** of an **Insured**; and
    - b. that is not covered under any other policy of insurance.
- 4. The following replaces Section III. EXCLUSIONS, A.2. of the Miscellaneous Professional Liability coverage:
  - 2. for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person, provided that this exclusion shall not apply to such bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation:
    - a. directly and immediately caused in fact by a **Wrongful Act** of an **Insured**; and
    - b. that is not covered under any other policy of insurance.

- 5. The following is added to Section V. CONDITIONS, C. LIMIT OF LIABILITY, of the Miscellaneous Professional Liability coverage:

However, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for:

- a. each **Claim** for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance; and
- b. each **Claim** for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person, that is directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance,

is further limited by the following:

The Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for:

- i. each **Claim** for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot, directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance; and
- ii. each **Claim** for any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, or loss of reputation of any person, directly and immediately caused in fact by a **Wrongful Act** of an **Insured** and that is not covered under any other policy of insurance,

shall be the Contingent Bodily Injury and Property Damage Limit of Liability for each **Claim** set forth in ITEM 5. of the Declarations, regardless of when payment is made and regardless of when an **Insured's** legal obligation with regard thereto arises or is established. The Contingent Bodily Injury and Property Damage Limit of Liability for each **Claim** is included within, and not in addition to, any applicable limit of liability.

6. The following are added to ITEM 5. of the Declarations:

<b>Contingent Bodily Injury and Property Damage Limit of Liability:</b>	for all <b>Claims</b>
<b>Contingent Bodily Injury and Property Damage Limit of Liability:</b>	for each <b>Claim</b>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations of effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
 On behalf of the entity named in  
 ITEM 1 of the Declarations  
 \_\_\_\_\_  
 Authorized Company Representative

ISSUED BY:

POLICY NO:

ISSUED TO:

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

**REPRINTING AND COST OVERRUNS REDUCED LIMITS ENDORSEMENT**

This endorsement modifies the following coverage:

**Miscellaneous Professional Liability**

It is agreed that:

1. The following is added to Section III. CONDITIONS, C. LIMITS OF LIABILITY, 1. of the Liability Coverage Terms and Conditions:

However, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** for cost overruns or the cost of reprinting, correcting, reproducing, replacing, repairing, restoring, reprocessing, recalling, recovering, or shipping of any erroneous, damaged, or lost product, material, or data, is further limited by the following:

The Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under the Miscellaneous Professional Liability coverage for cost overruns or the cost of reprinting, correcting, reproducing, replacing, repairing, restoring, reprocessing, recalling, recovering, or shipping of any erroneous, damaged, or lost product material, or data shall be the Reprinting and Cost Overruns Limit of Liability for all **Claims** set forth in ITEM 5. of the Declarations. The Reprinting and Cost Overruns Limit of Liability for all **Claims** is included within, and not in addition to, any applicable limit of liability.

2. The following is added to Section III.CONDITIONS, D. ADDITIONAL DEFENSE COVERAGE of the Liability Coverage Terms and Conditions:

The Company's maximum liability for **Defense Expenses** for all **Claims** for cost overruns or the cost of reprinting, correcting, reproducing, replacing, repairing, restoring, reprocessing, recalling, recovering, or shipping of any erroneous, damaged, or lost product, material, or data, paid pursuant to the **Additional Defense Limit of Liability** shall not exceed the Reprinting and Cost Overruns Limit of Liability for all **Claims** set forth in ITEM 5 of the Declarations. Such **Defense Expenses** shall be part of, and not in addition to, the Reprinting and Cost Overruns Limit of Liability for all **Claims** set forth in ITEM 5 of the Declarations and such Reprinting and Cost Overruns Limit of Liability for all **Claims** shall be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

The Company's maximum liability for **Defense Expenses** for each **Claim** for cost overruns or the cost of reprinting, correcting, reproducing, replacing, repairing, restoring, reprocessing, recalling, recovering, or shipping of any erroneous, damaged, or lost product, material, or data, paid pursuant to the **Additional Defense Limit of Liability** shall not exceed the Reprinting and Cost Overruns Limit of Liability for each **Claim** set forth in ITEM 5 of the Declarations. Such **Defense Expenses** shall be part of, and not in addition to, the Reprinting and Cost Overruns Limit of Liability for each **Claim** set forth in ITEM 5 of the Declarations and such Reprinting and Cost Overruns Limit of Liability for each **Claim** shall be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

3. The following is added to Section V. CONDITIONS, C. LIMIT OF LIABILITY, of the Miscellaneous Professional Liability coverage:

However, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for each **Claim** for cost overruns or the cost of reprinting, correcting, reproducing, replacing, repairing, restoring, reprocessing, recalling, recovering, or shipping of any erroneous, damaged, or lost product material, or data is further limited by the following:

The Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for each **Claim** for cost overruns or the cost of reprinting, correcting, reproducing, replacing, repairing, restoring, reprocessing, recalling, recovering, or shipping of any erroneous, damaged, or lost product material, or data shall be the Reprinting and Cost Overruns Limit of Liability for each **Claim** set forth in ITEM 5. of the Declarations, regardless of when payment is made and regardless of when an **Insured's** legal obligation with regard thereto arises or is established. The Reprinting and Cost Overruns Limit of Liability for each **Claim** is included within, and not in addition to, any applicable limit of liability.

4. The following are added to ITEM 5. of the Declarations:

**Reprinting and Cost Overruns  
Limit of Liability:**

for all **Claims**

**Reprinting and Cost Overruns  
Limit of Liability:**

for each **Claim**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations of effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations  
\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:

POLICY NO:

ISSUED TO:

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

**REDUCED LIMITS OF LIABILITY FOR PROMOTIONS ENDORSEMENT**

This endorsement modifies the following coverage:

**Miscellaneous Professional Liability**

It is agreed that:

1. The following is added to Section III. CONDITIONS, C. LIMITS OF LIABILITY, 1. of the Liability Coverage Terms and Conditions:

However, the Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** involving any redemption of coupons, awards or prizes in connection with any advertisement, promotion, game, sweepstake, contest or game of chance, is further limited by the following:

The Company's maximum limit of liability for all **Loss**, including **Defense Expenses**, for all **Claims** under the Miscellaneous Professional Liability coverage involving any redemption of coupons, awards or prizes in connection with any advertisement, promotion, game, sweepstake, contest or game of chance shall be the Promotions Limit of Liability for all **Claims** set forth in ITEM 5. of the Declarations. The Promotions Limit of Liability for all **Claims** is included within, and not in addition to, any applicable limit of liability.

2. The following is added to Section III.CONDITIONS, D. ADDITIONAL DEFENSE COVERAGE of the Liability Coverage Terms and Conditions:

The Company's maximum liability for **Defense Expenses** for all **Claims** involving any redemption of coupons, awards or prizes in connection with any advertisement, promotion, game, sweepstake, contest or game of chance, paid pursuant to the **Additional Defense Limit of Liability** shall not exceed the Promotions Limit of Liability for all **Claims** set forth in ITEM 5 of the Declarations. Such **Defense Expenses** shall be part of, and not in addition to, the Promotions Limit of Liability for all **Claims** set forth in ITEM 5 of the Declarations and such Promotions Limit of Liability for all **Claims** shall be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

The Company's maximum liability for **Defense Expenses** for each **Claim** involving any redemption of coupons, awards or prizes in connection with any advertisement, promotion, game, sweepstake, contest or game of chance, paid pursuant to the **Additional Defense Limit of Liability** shall not exceed the Promotions Limit of Liability for each **Claim** set forth in ITEM 5 of the Declarations. Such **Defense Expenses** shall be part of, and not in addition to, the Promotions Limit of Liability for each **Claim** set forth in ITEM 5 of the Declarations and such Promotions Limit of Liability for each **Claim** shall be reduced and may be exhausted by payment of such **Defense Expenses** under the **Additional Defense Limit of Liability**.

3. The following is added to Section V. CONDITIONS, C. LIMIT OF LIABILITY of the Miscellaneous Professional Liability coverage:

However, the Company's maximum limit of liability for **Loss**, including **Defense Expenses**, for each **Claim** involving any redemption of coupons, awards or prizes in connection with any advertisement, promotion, game, sweepstake, contest or game of chance, is further limited by the following:

The Company's maximum limit of liability for **Loss**, including **Defense Expenses**, for each **Claim** involving any redemption of coupons, awards or prizes in connection with any advertisement, promotion, game, sweepstake, contest or game of chance shall be the Promotions Limit of Liability for each **Claim**

set forth in ITEM 5. of the Declarations, regardless of when payment is made and regardless of when an **Insured's** legal obligation with regard thereto arises or is established. The Promotions Limit of Liability for each **Claim** is included within, and not in addition to, any applicable limit of liability.

4. The following are added to ITEM 5. of the Declarations:

**Promotions Limit of Liability:** for all **Claims**

**Promotions Limit of Liability:** for each **Claim**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations of effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations  
\_\_\_\_\_  
Authorized Company Representative

*SERFF Tracking Number:* TRVE-125946946      *State:* Arkansas  
*Filing Company:* Travelers Casualty and Surety Company of      *State Tracking Number:* EFT \$50  
America  
*Company Tracking Number:* 2008-11-0083  
*TOI:* 17.0 Other Liability-Occ/Claims Made      *Sub-TOI:* 17.0019 Professional Errors & Omissions  
Liability  
*Product Name:* Wrap+ MPL Endorsement Filing 2008-11-0083  
*Project Name/Number:* Wrap+ MPL Endorsement Filing 2008-11-0083/2008-11-0083

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVE-125946946 State: Arkansas  
Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50  
Company Tracking Number: 2008-11-0083  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0019 Professional Errors & Omissions Liability  
Product Name: Wrap+ MPL Endorsement Filing 2008-11-0083  
Project Name/Number: Wrap+ MPL Endorsement Filing 2008-11-0083/2008-11-0083

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 12/19/2008

**Comments:**

**Attachments:**

2007 PC NAIC Transmittal 1-15-09.pdf  
2007 NAIC Form List.pdf

**Satisfied -Name:** Explanatory Memorandum **Review Status:** Approved 12/19/2008

**Comments:**

**Attachments:**

Arkansas.pdf  
MPL Endorsements Description for Filing.pdf





Effective March 1, 2007

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

**FORM FILING SCHEDULE**

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>2008-11-0083</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>N/A</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Contingent Bodily Injury Exclusion Endt.	MPL-7091 (12-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Contingent Property Damage Exclusion Endt.	MPL-7092 (12-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Contingent Bodily Injury Exclusion Endt. with Reduced Limits	MPL-7093 (12-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Contingent Property Damage Exclusion Endt. w/ Reduced Limits	MPL-7094 (12-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Contingent Bodily Injury and Property Damage Excl. Endt. with Reduced Limits	MPL-7095 (12-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Reprinting and Cost Overruns Reduced Limits Endorsement	MPL-7096 (12-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Reduced Limits of Liability for Promotions Endorsement	MPL-7101 (12-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



One Tower Square, S202B  
Hartford, CT 06183

Michelle Smith Cotto  
Travelers Bond and Financial  
Products  
Phone: (860) 277-2345  
FAX: (866) 235-4951  
Email:  
msmithco@travelers.com

December 16, 2008

Honorable Mike Pickens  
Commissioner of Insurance  
Arkansas Insurance Dept  
1200 West Third Street  
Little Rock, AR 72201-1904

**2008-11-0083**

**Wrap+® Enhancement Filing – Form Filing  
Professional Liability – Miscellaneous Professional Liability**

**Travelers Casualty and Surety Company of America**

**3548-31194 06-0907370**

In compliance with the insurance laws and regulations of your state, we submit an enhancement to our **Wrap+®** modular program which was approved by your department on March 27, 2006, under our company filing number 2005-07-0133.

This filing includes seven endorsements for general use with our **Wrap+®** Miscellaneous Professional Liability policy, MPL-3001 (07-05). Please refer to the enclosed Form Listing for further details on individual forms.

There is no rating impact as a result of this filing.

**Enclosures and Implementation:**

The following are enclosed to facilitate your review:

- Form listing and final prints of each form;
- Any applicable state filing forms and fees.

We propose to implement this filing with respect to all new and renewal business effective on or after January 15, 2009 or any earlier date allowed by state law. Should you have any questions, please feel free to call me at (860) 277-2345.

Sincerely,

*Michelle Smith Cotto*

<b>MPL Forms</b>	<b>Replaces Form</b>	<b>Title</b>	<b>Description</b>	<b>M = Mandatory O = Optional</b>	<b>Rate Impact Yes/No</b>	<b>B = Broadens R = Restricts C = Clarifies</b>
MPL-7091 (12-08)	New	Contingent Bodily Injury Exclusion Endorsement	Revises BI exclusion to provide contingent BI coverage.	O	No	B
MPL-7092 (12-08)	New	Contingent Property Damage Exclusion Endorsement	Revises PD exclusion to provide contingent BI coverage.	O	No	B
MPL-7093 (12-08)	New	Contingent Bodily Injury Exclusion Endorsement With Reduced Limits	Revises BI exclusion to provide contingent BI coverage with a sublimit.	O	No	B
MPL-7094 (12-08)	New	Contingent Property Damage Exclusion Endorsement With Reduced Limits	Revises PD exclusion to provide contingent PD coverage with sublimit.	O	No	B
MPL-7095 (12-08)	New	Contingent Bodily Injury and Property Damage Exclusion Endorsement With Reduced Limits	Revises BI and PD exclusions to provide contingent BI/PD coverage with sublimit.	O	No	B
MPL-7096 (12-08)	New	Reprinting and Cost Overruns Reduced Limits Endorsement	Provides a sublimit for claims for reprinting costs and cost overruns	O	No	R
MPL-7101 (12-08)	MPL-7101 (08-07) (manuscript)	Reduced Limits of Liability For Promotions Endorsement	Adds reduced limit for promotions	O	No	R