

SERFF Tracking Number: ARKS-125472947 State: Arkansas
First Filing Company: 10855 - CYPRESS INSURANCE COMPANY, ... State Tracking Number: #194914 \$50
Company Tracking Number: AR-GL-030708-BHHC-F1
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Commerical General Liability
Project Name/Number: /

Filing at a Glance

Companies: 10855 - CYPRESS INSURANCE COMPANY, 20044 - CORNHUSKER CASUALTY COMPANY

Product Name: Commerical General Liability SERFF Tr Num: ARKS-125472947 State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: #194914 \$50
Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: AR-GL-030708-BHHC- State Status: Fees verified and
F1 received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith
Roberts, Brittany Yielding
Author: Disposition Date: 02/22/2008
Date Submitted: 02/04/2008 Disposition Status: Approved
Effective Date Requested (New): Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):

State Filing Description:

Form Count-3

General Information

Project Name: Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 02/22/2008
State Status Changed: 02/22/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

Company and Contact

Filing Contact Information

NA NA, NA@NA.com
NA (123) 555-4567 [Phone]

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NA, AR 00000

Filing Company Information

10855 - CYPRESS INSURANCE COMPANY CoCode: 10855 State of Domicile: Arkansas
No Address Group Code: Company Type:
City, AR 99999 Group Name: State ID Number:
(999) 999-9999 ext. [Phone] FEIN Number: 99-9999999

20044 - CORNHUSKER CASUALTY CoCode: 20044 State of Domicile: Arkansas
COMPANY Group Code: Company Type:
No Address Group Name: State ID Number:
City, AR 99999 FEIN Number: 99-9999999
(999) 999-9999 ext. [Phone] -----

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Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:
Per Company: No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	02/22/2008	02/22/2008

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Disposition

Disposition Date: 02/22/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	No
Supporting Document	ARKS-125472947	Approved	No

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Rate Information

Rate data does NOT apply to filing.

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Product Name: Commerical General Liability
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: ARKS-125472947

Review Status:

Approved

02/25/2008

Comments:

Attachment:

ARKS-125472947.pdf

ER

Property & Casualty Transmittal Document

<p>1. Reserved for Insurance Dept. Use Only</p> <p style="text-align: center;">Approved until withdrawn or revoked</p> <p style="text-align: center; font-size: 1.2em;">Feb 22 2008</p> <p>Arkansas Insurance Department By: <i>SR</i></p>	<p>2. Insurance Department Use only</p> <p>a. Date the filing is received: <i>CH#194914</i></p> <p>b. Analyst: <i>CH#194914</i></p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing: <i>\$ 50</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td style="width: 50%;"></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> <p>f. State Filing #: <i>ARIS-125472 947</i></p> <p>g. SERFF Filing #: <i>ARIS-125472 947</i></p> <p>h. Subject Codes</p>	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
Berkshire Hathaway Homestate Companies	0031

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Cornhusker Casualty Company	NE	20044	47-0529945	
Cypress Insurance Company	CA	10855	95-6042929	

RECEIVED

FEB 04 2008

PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

5. Company Tracking Number	AR-GL-030708-BHHC-F1
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Diane Pokorny 9290 W. Dodge Road Ste. 300 Omaha, NE 68114	Regulatory Analyst	800-488-2930	402-393-7619	dpokorny@bh-hc.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Diane M. Pokorny

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

9. Type of Insurance (TOI)	17.2
10. Sub-Type of Insurance (Sub-TOI)	17.2001
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Commercial General Liability
13. Filing Type GL	<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: 03/07/2008 Renewal:

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)		
17.	Reference Organization # & Title		
18.	Company's Date of Filing	2/01/2008	
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed	<input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AR-GL-030708-BHHC-F1
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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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Sexual Abuse or Molestation Endorsement (GL 2016 11 07)

This is an optional form for governmental policies and modifies insurance provided under the Commercial General Liability Coverage Part.

Coverage D – Sexual Abuse or Molestation Liability Limits (CL 6152 01 08)

The above form shows the limits for each occurrence and aggregate limit and the form modifies insurance provided under the Commercial General Liability Coverage Part.

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]
<p>Check #: 0000194914 Amount: 50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

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

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	AR-GL-030708-BHHC-F1			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>				
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	Sexual Abuse or Molestation Endorsement	GL 2016 11 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Coverage D - Sexual Abuse or Molestation Liability Limits	CL 6152 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



Berkshire Hathaway Homestate Companies

Redwood Fire and Casualty Insurance Company
Cornhusker Casualty Company
Brookwood Insurance Company

Continental Divide Insurance Company
Oak River Insurance Company
Cypress Insurance Company

February 1, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Department of Insurance
1200 West Third Street
Little Rock, Arkansas 72201-1904

Subject: Cornhusker Casualty Company and Cypress Insurance Company
Form Filing
Commercial General Liability Endorsements
NAIC #s: 031-20044, 031-10855
Company Filing #: AR-GL-030708-BHHC-F1
Effective Date: March 7, 2008

RECEIVED
FEB 04 2008
PROPERTY AND CASUALTY DIVISION
ARKANSAS INSURANCE DEPARTMENT

Dear Commissioner Bowman:

Cornhusker Casualty Company and Cypress Insurance Company hereby propose to file two optional endorsements for Commercial General Liability coverages in Arkansas. We hereby propose the following effective date rule:

“The endorsements apply to policies effective on or after March 7, 2008.”

If we do not receive approval by March 7, 2008, an amended effective date will be selected upon approval.

The Companies have been granted authority to transact insurance in Arkansas. As an ISO subscriber, we have given ISO authority to file on our behalf. The endorsements in this filing are in regards to Commercial General Liability coverage and are intended to supplement any forms and endorsements already in place. If you have any questions, please call me at (800) 488-2930. We have attached an extra copy of this filing, together with a postage prepaid and self-addressed return envelope. Upon approval, please file, stamp, and return the extra copy to complete our records.

Sincerely,

Diane M. Pokorny
Regulatory Analyst
dpokorny@bh-hc.com

EXPLANATORY MEMORANDUM
(AR-GL-030708-BHHC-F1)

Cornhusker Casualty Company and Cypress Insurance Company hereby propose to file two optional endorsements for Commercial General Liability coverages in Arkansas. This filing represents an independent program of the companies.

Effective Date

We hereby propose the following effective date rule:

“The endorsements apply to policies effective on or after March 7, 2008.”

If we do not receive approval by March 7, 2008, an amended effective date will be selected upon approval.

A Summary of Submitted Forms

Sexual Abuse or Molestation Endorsement (GL 2016 11 07)

This is an optional form for governmental policies and modifies insurance provided under the Commercial General Liability Coverage Part.

Coverage D – Sexual Abuse or Molestation Liability Limits (CL 6152 01 08)

The above form shows the limits for each occurrence and aggregate limit and the form modifies insurance provided under the Commercial General Liability Coverage Part.

As an ISO subscriber, we have given ISO authority to file forms on our behalf. Since this filing is intended to supplement any ISO or company program already in place, we will use the endorsements in this filing together with the approved ISO forms.

Person to Contact

If there are questions about this filing or any of its attachments, please call Diane Pokorny at (800) 488-2930, 3118. A duplicate copy of this filing is enclosed, along with a postage prepaid and self-addressed return envelope. Upon approval, please file, stamp, and return the extra copy to complete our records.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ABUSE OR MOLESTATION ENDORSEMENT

THE COVERAGE PROVIDED BY THIS ENDORSEMENT IS SUBJECT TO AND INCLUDED WITHIN THE LIMITS OF INSURANCE OF THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

This endorsement changes insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The Commercial General Liability Coverage Part to which this endorsement is attached does not apply to any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of or related to any actual or threatened sexual abuse, sexual molestation, or any related breach of duty except to the extent specifically provided for in this endorsement.

SECTION I – COVERAGES is amended by adding the following:

COVERAGE D – SEXUAL ABUSE OR MOLESTATION LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of "sexual abuse or molestation" to which this endorsement applies.
- b. We will have the right and duty to defend any "suit" seeking damages because of an "occurrence" to which this endorsement applies. However, we have no duty under this endorsement to defend any insured against a "suit" seeking damages not covered by this endorsement.

If a "suit" alleging "sexual abuse or molestation" is filed against an insured for whom there is no coverage under this Endorsement because of Exclusion 2.a. below, we will have the option, but not the duty, to defend the insured. If we defend such a person, we may seek reimbursement from:

- (1) any person whom we have determined to be intentionally participating in any act of "sexual abuse or molestation", or
- (2) any person who has been adjudged by a civil or criminal court of law to have intentionally participated in any act of "sexual abuse or molestation",

for costs we have incurred while defending that person.

By defending such a person, we are not agreeing to pay those sums such person becomes legally obligated to pay as damages arising out of "sexual abuse or molestation"; nor are we waiving our right to assert or rely upon Exclusion 2.a. to deny indemnity benefits to such a person.

Our right and duty to defend any existing or future claims or "suits" because of "sexual abuse or molestation" ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "claim expense" as described in Section c. below.

- c. We may at our discretion investigate and settle any claim or "suit" that may result. But:

- (1) if the perpetrator is not or was not in a "special relationship" with the victim, the most we will pay under this Coverage D are the Each Occurrence and General Aggregate Limits set forth in the Declarations.
- (2) if the perpetrator is or was in a "special relationship" with the victim, the most we will pay under this Coverage D is \$50,000 for each "occurrence", subject to an Aggregate Limit of \$50,000, unless higher "occurrence" and aggregate limits are indicated on endorsement CL 6152 attached to this policy. "Claim Expenses" are part of, **not** in addition to, these limits.

No other obligation or liability to pay sums or perform acts or services is covered by this endorsement unless explicitly provided for under Supplementary Payments.

d. The coverage within this endorsement applies to an "occurrence" only if:

- (1) The "occurrence" takes place in the "coverage territory"; and
- (2) The "occurrence" occurs during the policy period.

2. Exclusions

This insurance does not apply:

a. Perpetrator

To any person or persons who participated in any act or acts of "sexual abuse or molestation", or to any person or persons who knowingly solicited, encouraged, or facilitated any act of "sexual abuse or molestation".

b. Expected or Intended Injury

To "sexual abuse or molestation" expected or intended from the standpoint of the insured.

c. Worker's Compensation

To any obligation of the insured under a worker's compensation, disability benefits or unemployment compensation law or any similar law.

d. Employer Liability

- (1) To "sexual abuse or molestation" of an "employee" of any insured arising out of and in the course of:
 - a. Employment by any insured; or
 - b. Performing duties related to the conduct of any insured's business.
- (2) To any damage to the spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether any insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of injury.

But this exclusion does not apply to liability assumed by an insured under an "insured contract."

e. Criminal Actions

To the cost of defense of, or the cost of paying any fines for any person resulting from actual violation of any penal or criminal statute.

f. Discrimination

To discrimination against any person or group of persons in any context.

SUPPLEMENTARY PAYMENTS – COVERAGE D

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

1. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
2. 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 occurrence of earnings up to \$250 a day because of time off from work.
3. All costs taxed against the insured in the "suit."
4. 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.
5. All interest on the lesser of:
 - a. The full amount of any judgment; or
 - b. The applicable limit of insurance that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in the court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

Paragraphs 1, 2 and 4 of SECTION II – WHO IS AN INSURED of the Commercial General Liability Coverage

Form apply to this Coverage D with the following additions:

1. Section 2.a.(1) is amended by adding the following:
 - (e) Arising out of his or her solicitation, encouragement, facilitation or participation in any act of "sexual abuse or molestation". This applies to:
 - (i) any damage as a consequence of such "employee" or director participating in any act of "sexual abuse or molestation"; and
 - (ii) obligation to share damages with or repay someone else who must pay damages because of such "employee" or director soliciting, encouraging or participating in any act of "sexual abuse or molestation".
2. Section 2 is amended by adding the following subsection e.:

- e. Your volunteer workers, but only if volunteer workers have been added as additional insureds to the Commercial General Liability Coverage Form by an "Additional Insured - Volunteer Workers" endorsement.

All conditions and exclusions in the "Additional Insured - Volunteer Workers" endorsement apply to this Coverage D.

SECTION III - LIMITS OF INSURANCE

SECTION III - LIMITS OF INSURANCE of the Commercial General Liability Coverage Form applies to this Coverage D, along with the following additions.

1. The following are added to section 1.:
 - d. Persons acted upon;
 - e. Actual or threatened acts of "sexual abuse or molestation".

All such acts will be deemed to have taken place on the date the first "occurrence" of "sexual abuse or molestation" took place or is alleged to have taken place.

2. The following section 9. is added:
 9. All damages arising out of all acts of actual or threatened "sexual abuse or molestation" by one person, or by two or more persons acting together, and all breaches of duty

giving rise to such acts will be considered one "occurrence."

3. The following section 10. is added:
 10. The limits of insurance provided for in this Coverage D are part of, and not in addition to, the Each Occurrence and General Aggregate Limits in the Declarations.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS applies to this Coverage D, except paragraphs 3 and 5 are replaced by the following:

3. **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, the notice should include:
 - (1) How, when and where the "occurrence" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature of any injury or damage arising out of the "occurrence."

Notice of an "occurrence" is not notice of a claim or "suit."

- b. If a claim is made or "suit" is 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 notice of the claim or "suit" as soon as practicable.

- c. You and any other insured involved 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, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of the injury or damage to which this insurance applies.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Other Insurance

The insurance afforded by the Sexual Abuse or Molestation Endorsement does not apply if any other insurance under the Policy, any endorsements to the Policy or any other policy covers the loss, except any other insurance policy that was purchased specifically to apply in excess of the Limit of Insurance shown in Section 1.c. above.

SECTION V – DEFINITIONS

All definitions contained in the Commercial General Liability Coverage Part apply to this Coverage D, along with the following additions:

- 22. "Claim expense" means payments we allocate to a specific claim or "suit" for its investigation, adjustment, legal expenses incurred, settlement, whether or not payment has been made to the claimant, compromise settlement is reached or the claim is denied. However, "claim expense" will not include any costs (including legal costs) associated with a criminal trial or any person or persons.
- 23. "Sexual abuse or molestation" means injury arising out of or relating to any sexual arousal, gratification, intimidation or coercion.
- 24. "Special relationship" means that of counselor, pastor, teacher, day care provider, babysitter, physician, dentist, psychiatrist or psychologist.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE D – SEXUAL ABUSE OR
MOLESTATION LIABILITY LIMITS**

This endorsement changes insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

For purposes of Coverage D(1)(c)(2) (“special relationship” with victim) **only**, the limits of your liability are modified as follows:

\$ _____ for each “occurrence”, and

\$ _____ in the aggregate (“Aggregate Limit”).

“Claim Expenses” are part of, not in addition to, these limits.