

SERFF Tracking Number: CNNA-125492344 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CGL-08-6008-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CGL-08-6008-AR
Project Name/Number: /

Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: CGL-08-6008-AR

TOI: 17.0 Other Liability - Claims

Made/Occurrence

Sub-TOI: 17.0000 Other Liability Sub-TOI

Combinations

Filing Type: Form

SERFF Tr Num: CNNA-125492344 State: Arkansas

SERFF Status: Closed

State Tr Num: EFT \$50

Co Tr Num: CGL-08-6008-AR

Co Status:

Author: Sharon Grubbs

Date Submitted: 02/18/2008

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Disposition Date: 02/21/2008

Disposition Status: Approved

Effective Date (New):

Effective Date (Renewal):

Effective Date Requested (New): 09/01/2008

Effective Date Requested (Renewal):

State Filing Description:

General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 02/21/2008

State Status Changed: 02/21/2008

Corresponding Filing Tracking Number:

Filing Description:

At this time, we wish to file form(s) per the attached memorandum.

Final copies are attached for your review.

Filing fees will be sent through the Electronic Filing Fee System as a (EFT) filing.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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Please be advised that we work on a 90-days-in-advance schedule. As a result, we would appreciate your approval by June 1, 2008, for the software to be mailed to our agents on July 1, 2008, for the effective date of September 1, 2008.

Your approval is respectfully requested for use on policies effective on or after September 1, 2008.

Company and Contact

Filing Contact Information

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

Filing Company Information

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

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$50.00	02/18/2008	18029655

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	02/21/2008	02/21/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Corrected Memorandum	Supporting Document	Sharon Grubbs	02/19/2008	02/19/2008
Corrected Form Filing Schedule	Supporting Document	Sharon Grubbs	02/19/2008	02/19/2008

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Disposition

Disposition Date: 02/21/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	FORM FILING SCHEDULE	Approved	Yes
Supporting Document	MEMORANDUM	Approved	Yes
Supporting Document	Corrected Memorandum	Approved	Yes
Supporting Document	Corrected Form Filing Schedule	Approved	Yes
Form	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM	Approved	Yes
Form	AIRCRAFT EXCLUSION ENDORSEMENT	Approved	Yes
Form	WAIVER OF SUBROGATION ENDORSEMENT	Approved	Yes
Form	INCLUSION OF JONES ACT COVERAGE ENDORSEMENT	Approved	Yes
Form	INCLUSION OF U.S. LONGSHORE AND HARBOR WORKERS COMPENSATION ACT ENDORSEMENT	Approved	Yes
Form	LIMITED FOREIGN ENDORSEMENT	Approved	Yes
Form	DEFENSE COSTS NOT INCLUDED IN RETENTION ENDORSEMENT	Approved	Yes
Form	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM DECLARATIONS	Approved	Yes
Form	WAR EXCLUSION	Approved	Yes
Form	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM	Approved	Yes

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Amendment Letter

Amendment Date:
Submitted Date: 02/19/2008

Comments:

Brittany,

Attached please find corrections to the Memorandum and Form Filing Schedule. I had inadvertently shown form IA 319 01 08 under the General Liability filing. This form IA 319 01 08 will be filed under a Workers Comp. filing. I apologize for the inconvenience. If you have any questions regarding these changes, please let me know.

Sincerely,
Sharon

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Corrected Memorandum

Comment: Corrected Memorandum - Removing form IA 319 01 08.
(CORRECTED)MEMOF.pdf

User Added -Name: Corrected Form Filing Schedule

Comment: Corrected Form Filing Schedule - Removing form IA 319 01 08
(CORRECTED)F778AR_307[1].pdf

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM	XWC 101	12 07	Policy/Coverage Replaced	Replaced Form #:0.00 XWC 101 10 99 Previous Filing #: CGL-00-6014-AR		XWC101 12-07.pdf
Approved	AIRCRAFT EXCLUSION ENDORSEMENT	XWC 301	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 XWC 301 01 99 Previous Filing #: CGL-00-6014-AR		XWC301 12-07.pdf
Approved	WAIVER OF SUBROGATION ENDORSEMENT	XWC 401	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 XWC 401 10 99 Previous Filing #: N/A		XWC401 12-07.pdf
Approved	INCLUSION OF JONES ACT COVERAGE ENDORSEMENT	XWC 402	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 XWC 402 01 99 Previous Filing #: CGL-00-6014-AR		XWC402 12-07.pdf
Approved	INCLUSION OF U.S. LONGSHORE AND HARBOR WORKERS COMPENSATION ACT ENDORSEMENT	XWC 403	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 XWC 403 01 99 Previous Filing #: N/A		XWC403 12-07.pdf
Approved	LIMITED FOREIGN ENDORSEMENT	XWC 406	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 XWC 406 10 99 Previous Filing #: N/ACGL-00-6014-AR		XWC406 12-07.pdf

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Approved	DEFENSE COSTS NOT INCLUDED IN RETENTION ENDORSEMENT	XWC 407	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 XWC 407 01 99 Previous Filing #: N/A	XWC407 12-07.pdf
Approved	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM DECLARATIONS	XWCC 501	12 07	Declaration/Statements/Schedule Replaced	Replaced Form #:0.00 XWCC 501 01 99 Previous Filing #: N/A	XWCC501 12-07.pdf
Approved	WAR EXCLUSION	XWC 302	12 07	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 XWC 302 07 02 Previous Filing #: N/A	XWC302 12-07.pdf
Approved	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM	IA 319	01 08	Endorsement/Amendment/Conditions New	0.00	IA319 01_08.pdf

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM

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

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. 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 WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section V).

SECTION I - COVERAGES

COVERAGE A. EXCESS WORKERS COMPENSATION COVERAGE

1. Insuring Agreement

- a. We will "indemnify" you for "loss" as a "Qualified Self-Insurer" under the "Workers Compensation Law(s)" of the "state(s)" referenced in the Declarations, or any other "state" provided you normally employ the injured "employee" in a "state" referenced in the Declarations, in excess of Your Retention stated in the Declarations, but for not more than Our Limit of Indemnity stated in the Declarations.
- b. This insurance only applies to "losses" paid by you as a "Qualified Self-Insurer" under the "Workers Compensation Law(s)" of the "state(s)" referenced in the Declarations, or any other "state" provided you normally employ the injured "employee" in a "state" referenced in the Declarations, for bodily injury by accident or bodily injury by disease, including resultant death.
- c. This insurance applies to "loss" only if:
 - (1) The bodily injury by accident occurs during the "coverage term" and within the "coverage territory"; or
 - (2) The bodily injury by disease is:
 - (a) Caused or aggravated by the conditions of employment created by you; and
 - (b) The "employee's" last day of last exposure to the conditions causing or aggravating such

bodily injury by disease occurs during the "coverage term" and within the "coverage territory".

2. Exclusions

This insurance does not apply to:

a. Assessments

Any assessment made upon self-insurers, whether imposed by statute, regulation or otherwise.

b. Liabilities Excess of Prescribed Benefits

Payments in excess of the benefits regularly prescribed by the applicable "Workers Compensation Law", including, but not limited to, those required because:

- (1) Of your serious and willful misconduct;
- (2) You knowingly employ an "employee" in violation of law;
- (3) You fail to comply with a health or safety law or regulation; or
- (4) Of your coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or any personnel practices, policies, acts or omissions.

c. Punitive or Exemplary Damages

Punitive or exemplary damages of any kind levied against you or anyone else for any reason.

d. Standard Workers Compensation or Employers Liability Insurance

"Loss" insured by "standard workers compensation or employers liability insurance".

e. Workers Compensation Law Rejection

"Loss" arising out of any operations for which you have rejected any "Workers Compensation Law".

COVERAGE B. EXCESS EMPLOYERS LIABILITY COVERAGE

1. Insuring Agreement

- a. We will "indemnify" you for "loss" as a "Qualified Self-Insurer" under the "Work-

ers Compensation Law(s)" of the "state(s)" referenced in the Declarations, or any other "state" provided you normally employ the injured "employee" in a "state" referenced in the Declarations, in excess of Your Retention stated in the Declarations, but for not more than Our Limit of Indemnity stated in the Declarations.

- b. This insurance only applies to "losses" paid by you as a "Qualified Self-Insurer" under the "Workers Compensation Law(s)" of the "state(s)" referenced in the Declarations, or any other "state" provided you normally employ the injured "employee" in a "state" referenced in the Declarations, for bodily injury by accident or bodily injury by disease, including resultant death.
- c. This insurance applies to "loss" only if:
 - (1) The bodily injury by accident occurs during the "coverage term" and within the "coverage territory"; or
 - (2) The bodily injury by disease is:
 - (a) Caused or aggravated by the conditions of employment created by you; and
 - (b) The "employee's" last day of last exposure to the conditions causing or aggravating such bodily injury by disease occurs during the "coverage term" and within the "coverage territory".

2. Exclusions

This insurance does not apply to:

a. Contractual Liability

Any liability assumed under a contract.

b. Employed in Violation of Law

Bodily injury to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your "members", managers, partners or "executive officers".

c. Employment Related Practices

"Loss" arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or any personnel practices, policies, acts or omissions.

d. Intentional Injury

Bodily injury intentionally caused or aggravated by or at the direction of any insured.

e. Punitive or Exemplary Damages

Punitive or exemplary damages of any kind levied against you or anyone else for any reason.

f. Violation or Rejection of Workers Compensation Law

"Loss" arising out of operations for which you have:

- (1) Violated or failed to comply with any "Workers Compensation Law"; or
- (2) Rejected any "Workers Compensation Law".

g. Workers Compensation or Similar Laws

Any obligation imposed by a workers compensation, occupational disease, unemployment compensation or disability benefits law, or any similar law.

SECTION II - WHO IS AN INSURED

If you are designated in the Declarations as:

- 1. An individual, you and your spouse are insureds, but only with respect to your capacity as an employer of "employees" of a business of which you are the sole owner, and which is named in the Declarations.
- 2. A partnership or joint venture, you are an insured. Your "members", your partners and their spouses are also insureds, but only with respect to their capacity as employers of "employees" of the partnership or joint venture named in the Declarations.
- 3. A limited liability company, you are an insured. Your "members" are also insureds, but only with respect to their capacity as employers of "employees" of the limited liability company named in the Declarations.
- 4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers", directors and stockholders are also insureds, but only with respect to their capacity as employers of "employees" of the organization other than a partnership, joint venture or limited liability company named in the Declarations.

No person or organization is an insured with respect to the conduct of any current or past business operations, unless that entity is shown as a Named Insured in the Declarations.

SECTION III - OUR LIMIT OF INDEMNITY AND YOUR RETENTION

1. Our Limit of Indemnity

The Limits of Indemnity shown in the Declarations and the rules below fix the most we will

"indemnify" you in excess of Your Retention regardless of the number of:

- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. Our Limit of Indemnity is the most we will "indemnify" you under **COVERAGE A. EXCESS WORKERS COMPENSATION COVERAGE** in excess of Your Retention for all "loss" resulting from all:
- a. Injuries including death resulting therefrom, from any one accident, other than disease. A disease is not bodily injury by accident unless it results directly from bodily injury from an accident; or
 - b. Injuries arising out of disease, including death suffered by any one individual "employee". Bodily injury by disease does not include disease that results directly from bodily injury by accident.
3. Our Limit of Indemnity is the most we will "indemnify" you in excess of Your Retention under **COVERAGE B. EXCESS EMPLOYERS LIABILITY COVERAGE** for all "loss" resulting from all:
- a. Injuries including death resulting therefrom, from any one accident, other than disease. A disease is not bodily injury by accident unless it results directly from bodily injury from an accident; or
 - b. Injuries arising out of disease, including death suffered by any one individual "employee". Bodily injury by disease does not include disease that results directly from bodily injury by accident.
4. Our Aggregate Limit of Indemnity, if a limit is shown in the Declarations, is the most we will pay for all "loss" excess of Your Retention under **COVERAGE A. EXCESS WORKERS COMPENSATION COVERAGE** or **COVERAGE B. EXCESS EMPLOYERS LIABILITY COVERAGE** in any one "coverage term".
5. Any "defense costs" we "indemnify" you for are included within, and are not in addition to, Our Limit of Indemnity.

We reserve the right to offset any amounts owed by you to us in any payments we make to you under this Coverage Part.

2. Your Retention

- a. As a precedent to insurance coverage under this Coverage Part you will pay all "loss" up to the amount stated in the Declarations as Your Retention under both **COVERAGE A. EXCESS WORKERS COMPENSATION COVERAGE** and **COVERAGE B. EXCESS EMPLOYERS LIABILITY COVERAGE**, which apply as follows:
 - (1) To each accident for injuries including death resulting therefrom, other than disease. A disease is not bodily injury by accident unless it results directly from bodily injury from an accident.
 - (2) To each "employee" for injuries arising out of disease including death. Bodily injury by disease does not include disease that results directly from bodily injury by accident.
- b. Your Aggregate Retention, if one is shown in the Declarations, is the most you will pay for all "loss" as a retention under **COVERAGE A. EXCESS WORKERS COMPENSATION COVERAGE** or **COVERAGE B. EXCESS EMPLOYERS LIABILITY COVERAGE** in any one "coverage term"

Our Limit of Indemnity, as provided in Paragraph 1. above, and Your Retention, as provided in Paragraph 2. above, applies separately to each "coverage term".

SECTION IV - CONDITIONS

1. Bankruptcy

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

2. Conformity to Law

If any terms of this Coverage Part are in conflict with any law applicable to this Coverage Part, this statement amends this Coverage Part to conform to such law.

3. Defense, Investigation and Settlement

- a. It is your responsibility to investigate, settle, defend and appeal any claim for "loss" made against you. We have the right to participate with you at our own expense in the settlement, defense or appeal of any claim for "loss" if, in our opinion, Our Limit of Indemnity under this Coverage Part may be involved.
- b. We will "indemnify" you for that portion of "defense costs" incurred by you as determined by the ratio that the amount of "loss" we pay bears to the total amount of

the "loss". However, our total "indemnification" of you will not exceed Our Limit of Indemnity stated in the Declarations.

4. Legal Action Against Us

There will be no right of action against us unless you have complied with all of the terms of this Coverage Part.

5. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

6. Multi-Year Policies

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

7. Other Insurance

If you have other insurance, reinsurance or indemnity or reimbursement agreement applicable to a "loss" for which you would be "indemnified" under this Coverage Part, the Limit of Indemnity under this Coverage Part will apply in excess of such other insurance, reinsurance, indemnity or reimbursement agreement and will not contribute to such a "loss" with such other insurance, reinsurance, indemnity or reimbursement agreement, unless such insurance, reinsurance, indemnity or reimbursement agreement was procured specifically to apply in excess of this Coverage Part.

8. Premium Determination and Audit

- a. The premium will be determined on the basis of the gross "remuneration" paid or payable to all "employees" for the audit period.
- b. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- c. The premium shown in the Declarations as Advance Premium is a deposit premium. At the close of each audit period

we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:

- (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
- (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the First Named Insured upon notice from us.

However, in no event will the earned premium be less than the Minimum Premium stated in the Declarations.

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

9. Qualified Self-Insurer

Your acceptance of this Coverage Part indicates that you are now, and will remain so during the "coverage term", a duly "Qualified Self-Insurer" in each "state" for which coverage under this Coverage Part is sought by you.

If you are not a duly "Qualified Self-Insurer" with respect to any "loss" covered by this Coverage Part, this Coverage Part will only respond as if you were.

10. Representations

- a. By accepting this Coverage Part, you agree:
 - (1) The statements in the Declarations are accurate and complete;
 - (2) Those statements are based upon representations you made to us; and
 - (3) We have issued this Coverage Part in reliance upon your representations.
- b. By accepting this Coverage Part you agree with us upon the terms of this Coverage Part.

11. Separation of Insureds

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

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

12. Settlements

No insured may make any voluntary settlement involving "loss" which would fall within the Limit of Indemnity of this Coverage Part without first receiving our written consent.

13. Sole Representation

The first Named Insured will act on behalf of all other insureds where indicated in this Coverage Part.

14. Subrogation

- a. We have the right to recover all payments which we have made to you from anyone else liable for such "loss".
- b. If you do not commence an action or proceeding to recover damages from anyone else liable for a "loss" "indemnified" by us, we have your right to recover damages from anyone else liable for such "loss". You will do everything necessary to protect those rights and help us to enforce them. Any recovery by us will be allocated as follows:
 - (1) First, we will be reimbursed for all of our payments under this Coverage Part;
 - (2) Any balance of the recovery which remains after we have been reimbursed will be paid to the First Named Insured.
- c. Expenses for proceedings to recover from anyone else liable for "loss" covered by this Coverage Part will be allocated between you and us in the ratio represented by the allocation of any damages which have been recovered.
- d. If such an action or proceeding undertaken solely by us results in no recovery, all related expense will be borne by us.
- e. If there is insurance coverage in excess of our Limit of Indemnity under this Coverage Part and if subrogation recovery is obtained from anyone else liable for "loss", any such excess carrier will be reimbursed for any "loss" paid in excess of our Limit of Indemnity after we have been reimbursed for any "loss" indemnified by us, and before any reimbursement of "loss" paid by you.
- f. If there is no insurance coverage in excess of our Limit of Indemnity under this Coverage Part and if there is a subrogation recovery in excess of our Limit of Indemnity, you will be reimbursed to the extent of any "loss" you paid in excess of our Limit of Indemnity, before we are reimbursed under the provisions of this Condition.

15. When We Do Not Renew

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

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

16. Your Duties in the Event of an Injury, Claim or Suit

As a precedent to your receiving insurance coverage under this Coverage Part you must:

- a. Give us prompt written notice of a claim or "suit" for "loss" which:
 - (1) Would reasonably involve Our Limit of Indemnity under this Coverage Part; or
 - (2) Has exceeded one half of Your Retention.
- b. Give us prompt written notice of an injury to an "employee", which occurs during the "coverage term", of the following nature:
 - (1) A fatality;
 - (2) An amputation of a major extremity;
 - (3) A serious head injury (including skull fracture or loss of sight in one or both eyes);
 - (4) A spinal cord injury;
 - (5) Any disability where it is reasonably likely that there will be disability in excess of one year;
 - (6) Any second or third degree burn of 25% or more of the body;
 - (7) Any permanent total disability as defined by the applicable "Workers Compensation Law";
 - (8) A serious back injury involving multiple surgeries; or
 - (9) A severe laceration or disfigurement involving serious cosmetic deformity.
- c. Provide us with written notice of claims, injuries or "suits" that contain complete details of the injury, disease or death. You must also send us copies of any demands, notices, summonses or any other legal documents received in connection with any claim or "suit" for "loss".

SECTION V - DEFINITIONS

1. "Coverage territory" means:

- a. The United States of America (including its territories and possessions) Puerto Rico and Canada;
 - b. International waters or airspace, provided the bodily injury does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The bodily injury occurs to an "employee" whose domicile is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The injured "employee" is owed benefits under "Workers Compensation Law".
2. "Coverage term" means the following individual increment, or if a multi-year policy period, increments of time, which comprise the policy period of this Coverage Part:
- a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
 - (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
 - b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
3. "Damages" means, to the fullest extent permitted by law:
- a. Monetary amounts for which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the monetary amounts claimed against such third party because of injury to your "employee";
 - b. Monetary amounts claimed for care and loss of services; and
 - c. Monetary amounts claimed for consequential bodily injury to a spouse, child, parent, brother or sister of the injured "employee";
- provided that these monetary amounts claimed are the direct consequence of bodily injury that arises out of and in the course of the injured "employee's" employment by you; and
- d. Monetary amounts claimed because of bodily injury to your "employee" that arises out of and in the course of employment are claimed against you in a capacity other than as an employer.
4. "Defense costs" means that part of a "loss" consisting of reasonable fees, costs and expenses, including interest as required by law on awards or judgments, resulting solely from the investigation, adjustment, defense and appeal of any legal action, claim or proceeding against an insured.
- "Defense costs" do not include:
- a. The salaries and expenses of your "employees"; or
 - b. The fees, costs or expenses of a third party claim administrator or similar service provider.
5. "Employee" means a natural person who qualifies for this status with respect to their relationship to you under the law pursuant to which this Coverage Part shall be construed.
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, articles of incorporation or any other similar governing document.
7. "Indemnify" means reimbursement for "loss" at such time as:
- a. Under **COVERAGE A. EXCESS WORKERS COMPENSATION COVERAGE**, you shall become legally obligated to pay a "loss" and have paid that part of such "loss" which falls within your Retention.
 - b. Under **COVERAGE B. EXCESS EMPLOYERS LIABILITY COVERAGE**, you have become legally obligated to pay a "loss" as a result of any settlement or judgment, and have paid that part of such "loss" which falls within your Retention.
8. "Loss" means:
- a. Under **COVERAGE A. EXCESS WORKERS COMPENSATION COVERAGE**:
The amount actually paid by you for regular benefits provided under the applicable "Workers Compensation Law" in effect upon the date the accident or disease exposure occurs. "Loss" includes:

- (1) The amount paid by you in settlement of claims for regular benefits under the applicable "Workers Compensation Law";
 - (2) The amount paid by you in satisfaction of awards or judgments for regular benefits under the applicable "Workers Compensation Law"; and
 - (3) "Defense costs".
- b. Under COVERAGE B. EXCESS EMPLOYERS LIABILITY COVERAGE:**
- The amount actually paid by you for "damages" imposed upon you by law, "Loss" includes:
- (1) The amount paid by you in settlement of claims for legal "damages";
 - (2) The amount paid by you in satisfaction of awards or judgments for "damages"; and
 - (3) "Defense costs".
- 9.** "Member" means any person or entity with a proprietary interest in a limited liability company or a joint venture.
- 10.** "Qualified Self-Insurer" means legally sanctioned as a self-insurer under the applicable "Workers Compensation Law".
- 11.** "Remuneration" means:
- a.** Payroll, salaries, commissions, bonuses, overtime pay, pay for holidays, vacations, pay for piece work, payments under profit sharing or incentive plans, payments to salary reduction plans, such as employee saving plans, cafeteria plans or any plan of a similar nature, Davis-Bacon wages or wages from similar prevailing wage laws and annuity plans, the value of lodging, apartments and meals received by "employees" as part of their pay and the value of store certificates, merchandise, credits or any other substitute for money received by "employees" as part of their pay.
 - b.** The entire amount of consideration, as described in **a.** above, received by any other person engaged in work which could make you liable under a "Workers Compensation Law". However, this consideration will not be used in determining your earned premium if you can provide us with verification that the employers of these other persons have lawfully secured their "Workers Compensation Law" obligations.
- 12.** "Standard workers compensation or employers liability insurance" means any mechanism by which an employer's obligation under any "Workers Compensation Law" or common law can be satisfied, other than as a "Qualified Self-Insurer".
- 13.** "State" means a state, commonwealth, territory or possession of the United States of America and the District of Columbia.
- 14.** "Suit" means a civil proceeding in which "loss" to which this insurance applies is alleged. "Suit" includes:
- a.** An arbitration proceeding in which such "loss" is claimed and to which the insured must submit or does submit with our consent;
 - b.** Any other alternative dispute resolution proceeding in which such "loss" is claimed and to which the insured submits with our consent; or
 - c.** An appeal of a civil proceeding.
- 15.** "Workers Compensation Law" means the workers compensation and occupational disease law of a "state". It includes any amendments to that law which are in effect during the "coverage term". It does not include provisions of any law that provides nonoccupational disability benefits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRCRAFT EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE PART

SECTION I - COVERAGES, COVERAGE A., 2. Exclusions and **SECTION I - COVERAGES, COVERAGE B., 2. Exclusions** are modified to add the following exclusion:

This insurance does not apply to:

"Loss" arising from injury to an "employee" while in the course of travel in or on an aircraft owned, chartered or leased by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE PART

SECTION IV - CONDITIONS is modified as follows:

Condition **14. Subrogation** is amended to include the following:

We agree to waive our right of subrogation against the persons or entities listed in the Schedule, but only to the extent:

- a.** You perform work under a written contract for the Scheduled person or entity requiring you to obtain this agreement; and
- b.** The written contract requiring you to obtain this agreement is entered into prior to the occurrence of bodily injury by accident or bodily injury by disease to an "employee", which would be the subject of this agreement.

Schedule

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUSION OF JONES ACT COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE PART

SECTION V - DEFINITIONS is modified as follows:

Definition **15.** "Workers Compensation Law" is amended to include the Merchant Marine Act of 1920, known as the Jones Act (46 U.S. Code, Section 688, 1970) and any amendment thereto that is in effect during the "coverage term".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INCLUSION OF U. S. LONGSHORE AND HARBOR
WORKERS COMPENSATION ACT
COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE PART

SECTION V - DEFINITIONS is modified as follows:

Definition **15**. "Workers Compensation Law" is amended to include the United States Longshore and Harbor Workers Compensation Act (33 USC Sections 901-950) and any amendment thereto that is in effect during the "coverage term".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FOREIGN ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE PART

SECTION V - DEFINITIONS is modified as follows:

1. Definition 8. "Loss" is amended to include the following under **COVERAGE A, EXCESS WORKERS COMPENSATION COVERAGE:**

"Loss" includes the following, subject to Your Retention and Our Limit of Indemnity referenced in the Schedule:

- A. Payments made by you gratuitously to an "employee" you normally employ in a "state" referenced in the Declarations for costs, other than their normal wages and benefits, incurred as the result of exposure during the "coverage term" to disease endemic to a region outside the United States of America, while traveling there on your business or "temporarily" working there for you.

However, "loss" will not include these payments if the "employee" or their de-

pendent is entitled to benefits under "Workers Compensation Law".

- B. Expenses, which exceed the cost of returning an uninjured "employee", incurred as the result of transporting an "employee" or their remains back to the "state" they are normally employed by you and referenced in the Declarations, due to the "employee's" suffering bodily injury by accident or disease during the "coverage term" outside of the United States of America, while traveling there on your business or "temporarily" working there for you.
2. The following definition is hereby added:

"Temporarily" means a period of less than 12 consecutive months.

Schedule

Your Retention:

Our Limit of Indemnity:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE COSTS NOT INCLUDED IN RETENTION ENDORSEMENT

This endorsement modifies insurance provided under the following:

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE PART

- 1. SECTION III - OUR LIMIT OF INDEMNITY AND YOUR RETENTION** is modified as follows:

The following paragraph is hereby added to **SECTION III B. YOUR RETENTION**:

"Defense costs" are in addition to that part of "loss" which falls within Your Retention.

- 2. SECTION V - DEFINITIONS** is modified as follows:

Subparagraphs **8.a.(3)** and **8.b.(3)** of definition **8.** "Loss" are hereby deleted and replaced by the following:

- (3)** "Defense costs" allocated to that portion of a "loss" which is in excess of Your Retention and within Our Limit of Indemnity.

THE CINCINNATI INSURANCE COMPANY

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM DECLARATIONS

Attached to POLICY NUMBER:		
<p>Named Insured is the same as it appears in the Common Policy Declarations unless another entry is made here.</p>		
State(s) of Operation:		
Your Retention:	Coverage A: \$	Coverage B: \$
Your Aggregate Retention:	Coverage A: \$	Coverage B: \$
Our Limit of Indemnity:	Coverage A: \$	Coverage B: \$
Our Aggregate Limit of Indemnity:	Coverage A: \$	Coverage B: \$
PREMIUM BASIS (Estimated Annual Remuneration)	RATE per \$100 of PREMIUM BASIS	ADVANCE PREMIUM

MINIMUM PREMIUM:

FORMS AND / OR ENDORSEMENTS APPLICABLE TO THIS COVERAGE PART:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM

A. The following is added to **SECTION I - COVERAGES, COVERAGE A. EXCESS WORKERS COMPENSATION COVERAGE, Paragraph 2. Exclusions, and COVERAGE B. EXCESS EMPLOYERS LIABILITY COVERAGE, Paragraph 2. Exclusions:**

2. Exclusions

This insurance does not apply to:

War

"Loss" arising, directly or indirectly, out of:

(1) War, including undeclared or civil war; or

(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,

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

All Commercial Lines Coverage Parts, Coverage Forms, Policies and Endorsements except Medical Professional Liability (professional liability forms insuring dentists, optometrists, nurses, and nursing homes, among others)

A. The following definitions are added with respect to the provisions of this endorsement:

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a.** The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b.** The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. "Other 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 the civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

B. The following exclusion is added:

EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM

We will not pay for any loss, injury or damage caused directly or indirectly by a "certified act of terrorism" or an "other act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

But with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:

- 1.** The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials;
- 2.** Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials;
- 3.** The total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico and Canada exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions. Multiple incidents of "other acts of terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident;
- 4.** Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a.** Physical injury that involves a substantial risk of death;
 - b.** Protracted and obvious physical disfigurement; or
 - c.** Protracted loss of or impairment of the function of a bodily member or organ; or

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5. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination.

Paragraphs **B.3.** and **B.4.** immediately preceding, describe the threshold used to measure the magnitude of an "other act of terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an "other act of terrorism", there is no coverage under this Coverage Part, Coverage Form, Policy or Endorsement, except as provided in this Endorsement.

However, Paragraph **B.4.** immediately preceding, is not to be used as a threshold to measure the magnitude of an "other act of terrorism" for the purposes of determining if this exclusion applies to a Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Machinery and Equipment Coverage Part, Commercial Crime Coverage Form, Commercial Crime Policy, Employee Theft and Forgery Policy, Farm Property Coverage Part, Government Crime Coverage Form, Government Crime Policy, Standard Property Policy, or Section **I** of the Business-owners Package Policy.

C. Exception Covering Certain Fire Losses

The following modifies insurance provided under the following: Commercial Inland Marine Coverage Part, Commercial Property Coverage Part, Farm Coverage Part and Standard Property Policy:

If a "certified act of terrorism" or an "other act of terrorism" causes fire damage to property that is subject to the Standard Fire Policy in a state that utilizes the Standard Fire Policy as its minimum fire coverage standard, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and / or Extra Expense coverages, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

With respect to fire resulting from any one or more "certified acts of terrorism" under the federal Terrorism Risk Insurance Act, we will not pay any amounts for which we are not responsible under the terms of that Act (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

This Section **C.** does not apply to:

1. A Coverage Part for a "certified act of terrorism" or "other act of terrorism" that occurs in a state that allows an exception for fire resulting from terrorism; or
2. An Inland Marine Coverage Part for a "certified act of terrorism" or "other act of terrorism" that occurs in a state that allows a commercial inland marine exception,

to its Standard Fire Policy minimum fire coverage regulations.

D. Exception Covering Minimum Financial Responsibility

The following applies to the Business Auto Coverage Form, Business Auto Physical Damage Coverage Form, Garage Coverage Form, Motor Carrier Coverage Form, Single Interest Automobile Physical Damage Insurance Policy and Truckers Coverage Form if they are included in, or are part of, this Policy and if the "certified act of terrorism" or "other act of terrorism" causes loss in a state that requires compulsory or financial responsibility minimum limits apply to excluded acts of terrorism:

The exclusion stated in Section **B.** of this endorsement does not apply to:

1. Liability or Personal Injury Protection Coverage, but only up to the state compulsory or financial responsibility law minimum limits of insurance for each coverage; and
2. Uninsured and / or Underinsured Motorists Coverage, if applicable, but only up to the minimum statutory permitted limits of insurance for each coverage.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part, Coverage Form, Policy or endorsement such as losses excluded by:

1. Exclusions that address war, warlike action, insurrection, rebellion, revolution, military action, nuclear hazard, nuclear materials, nuclear reaction, radiation, or radioactive contamination;
2. Exclusions that address pollutants, contamination, deterioration, fungi or bacteria; or
3. Any other exclusion,

regardless if the "certified act of terrorism" or "other act of terrorism" contributes concurrently or in any sequence to the loss, injury or damage.

F. Conformity With Statute

If any terms or conditions of this endorsement are in conflict with the laws of the jurisdiction under which this policy is construed, then such terms and conditions will be deemed changed to conform with such laws, but only to the extent that such terms and conditions are otherwise covered by the Coverage Part, Coverage Form, Policy or Endorsement to which this endorsement applies.

G. Supersession

The exclusions for acts of terrorism in this endorsement supersede any offers of terrorism coverage.

H. Sunset Clause

If the federal Terrorism Risk Insurance Act expires or is repealed, then this endorsement is null and void for any act of terrorism except "other acts of terrorism" that takes place after the expiration or repeal of the Act.

SERFF Tracking Number: CNNA-125492344 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CGL-08-6008-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CGL-08-6008-AR
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125492344 State: Arkansas
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CGL-08-6008-AR
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: CGL-08-6008-AR
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty	Review Status: Approved	02/21/2008
Comments: PROPERTY AND CASUALTY TRANSMITTAL		
Attachment: F777AR_307.pdf		
Satisfied -Name: FORM FILING SCHEDULE	Review Status: Approved	02/21/2008
Comments: FORM FILING SCHEDULE		
Attachment: F778AR_307.pdf		
Satisfied -Name: MEMORANDUM	Review Status: Approved	02/21/2008
Comments: MEMORANDUM		
Attachment: MEMOF.pdf		
Satisfied -Name: Corrected Memorandum	Review Status: Approved	02/21/2008
Comments: Corrected Memorandum - Removing form IA 319 01 08.		
Attachment: (CORRECTED)MEMOF.pdf		
Satisfied -Name: Corrected Form Filing Schedule	Review Status: Approved	02/21/2008
Comments: Corrected Form Filing Schedule - Removing form IA 319 01 08		

SERFF Tracking Number: *CNNA-125492344* *State:* *Arkansas*
Filing Company: *The Cincinnati Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CGL-08-6008-AR*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0000 Other Liability Sub-TOI Combinations*
Product Name: *CGL-08-6008-AR*
Project Name/Number: /

Attachment:

(CORRECTED)F778AR_307[1].pdf

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	CGL-08-6008-AR
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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 Memorandum

22. Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: EFT FILING FEE

Amount: \$50

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #		CGL-08-6008-AR		
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	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM	XWC 101 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 101 10 66	CGL-00-6014-AR
02	AIRCRAFT EXCLUSION ENDORSEMENT	XWC 301 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 301 01 99	CGL-00-6014-AR
03	WAR EXCLUSION	XWC 302 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 302 07 02	N/A
04	WAIVER OF SUBROGATION ENDORSEMENT	XWC 401 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 401 10 99	CGL-00-6014-AR
05	INCLUSION OF JONES ACT COVERAGE ENDORSEMENT	XWC 402 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 402 01 99	N/A
06	INCLUSION OF U.S. LONGSHORE AND HARBOR WORKERS COMPENSATION ACT ENDORSEMENT	XWC 403 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 403 01 99	N/A
07	LIMITED FOREIGN ENDORSEMENT	XWC 406 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 406 10 99	CGL-00-6014-AR
08	DEFENSE COSTS NOT INCLUDED IN RETENTION ENDORSEMENT	XWC 407 12 07	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 407 01 99	N/A
09	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM DECLARATIONS	XWCC 501 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWCC 501 01 99	N/A
10	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM	IA 319 01 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	-----	-----

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

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
XWC 101 12 07	XWC 101 10 99	<p>EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM</p> <p>Introduced newly defined term "coverage term" which helps clarify how a multi-year policy applies. The phrase "policy period" is replace in the coverage agreement and elsewhere by "coverage term".</p> <p>In the preamble we delete reference to other persons or organizations qualifying as named insured as the Who is an Insured provision does not include anyone not specifically named in the declarations.</p> <p>The Insuring Agreements are clarified to follow the format of other forms using "this insurance applies" instead of "provided".</p> <p>Under the Employment Related Practices exclusion of Coverage B, "your" is deleted. The exclusion will not be restricted to just the Named Insured.</p> <p>In SECTION III - OUR LIMIT OF INDEMNITY AND YOU RETENTION is amended. Both Coverage A and Coverage B are changed by adding subparagraphs a. and b. which state that our limit of indemnity applies: a) To all "loss" for all injuries arising from the same accident; and b) To all "loss" for injuries arising out of disease suffered by an individual employee. Previously the limit of indemnity applied per employee for both injuries by accident and by disease. If our limit of indemnity is subject to the statutory requirements this does not represent a change in coverage. If our limit of indemnity is a set dollar amount, then this would be a restriction of coverage with respect to injuries suffered by accident.</p> <p>We add an option for an annual aggregate which is shown on the declarations page if applicable.</p> <p>In the Conditions section Liberalization and When We Do Not renew clauses are added.</p> <p>The Premium Determination Condition is amend to conform to various statutory requirements regarding notice and due date of audit or retrospective premiums, as has been done with other coverage parts.</p> <p>The Definition of Damages is amended to also say "to the fullest extent permitted by law".</p> <p>The Definition of suit is modified to follow ISO standards which does not change coverage.</p>
XWC 301 12 07	XWC 301 01 99	<p>AIRCRAFT EXCLUSION ENDORSEMENT</p> <p>References to the coverage part are amended.</p>

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
XWC 302 12 07	XWC 302 07 02	WAR EXCLUSION Previously this form included a terrorism exclusion. The form is now only a war exclusion. The normal terrorism exclusion for GL will apply.
XWC 401 12 07	XWC 401 10 99	WAIVER OF SUBROGATION ENDORSEMENT Due to the addition of new conditions references to the form are amended.
XWC 402 12 07	XWC 402 01 99	INCLUSION OF JONES ACT COVERAGE ENDORSEMENT Due to the introduction of a new definition references to the form are amended.
XWC 403 12 07	XWC 403 01 99	INCLUSION OF U.S. LONGSHORE AND HARBOR WORKERS COMPENSATION ACT ENDORSEMENT Due to the introduction of a new definition references to the form are amended.
XWC 406 12 07	XWC 406 10 99	LIMITED FOREIGN ENDORSEMENT Due to the introduction of a new definition references to the form are amended.
XWC 407 12 07	XWC 407 01 99	DEFENSE COSTS NOT INCLUDED IN RETENTION ENDORSEMENT Due to the introduction of a new definition references to the form are amended.
XWCC 501 12 07	XWCC 501 01 99	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM DECLARATIONS The declarations is modified for changes made to the coverage part regarding the limits.
IA 319 01 08	----	EXCLUSION OF CERTIFIED ACTS AND OTHER ACTS OF TERRORISM A new form to exclusion terrorism in lieu of the prior version XWC 302 which excluded war and terrorism. Even though this would exclude terrorism from this excess of limit form coverage would still exist with the self insurer or other underlying coverage.

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

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
XWC 101 12 07	XWC 101 10 99	<p>EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM</p> <p>Introduced newly defined term "coverage term" which helps clarify how a multi-year policy applies. The phrase "policy period" is replace in the coverage agreement and elsewhere by "coverage term".</p> <p>In the preamble we delete reference to other persons or organizations qualifying as named insured as the Who is an Insured provision does not include anyone not specifically named in the declarations.</p> <p>The Insuring Agreements are clarified to follow the format of other forms using "this insurance applies" instead of "provided".</p> <p>Under the Employment Related Practices exclusion of Coverage B, "your" is deleted. The exclusion will not be restricted to just the Named Insured.</p> <p>In SECTION III - OUR LIMIT OF INDEMNITY AND YOU RETENTION is amended. Both Coverage A and Coverage B are changed by adding subparagraphs a. and b. which state that our limit of indemnity applies: a) To all "loss" for all injuries arising from the same accident; and b) To all "loss" for injuries arising out of disease suffered by an individual employee. Previously the limit of indemnity applied per employee for both injuries by accident and by disease. If our limit of indemnity is subject to the statutory requirements this does not represent a change in coverage. If our limit of indemnity is a set dollar amount, then this would be a restriction of coverage with respect to injuries suffered by accident.</p> <p>We add an option for an annual aggregate which is shown on the declarations page if applicable.</p> <p>In the Conditions section Liberalization and When We Do Not renew clauses are added.</p> <p>The Premium Determination Condition is amend to conform to various statutory requirements regarding notice and due date of audit or retrospective premiums, as has been done with other coverage parts.</p> <p>The Definition of Damages is amended to also say "to the fullest extent permitted by law".</p> <p>The Definition of suit is modified to follow ISO standards which does not change coverage.</p>
XWC 301 12 07	XWC 301 01 99	<p>AIRCRAFT EXCLUSION ENDORSEMENT</p> <p>References to the coverage part are amended.</p>

NEW FORM	OLD FORM	TITLE/DESCRIPTION OF CHANGE
XWC 302 12 07	XWC 302 07 02	WAR EXCLUSION Previously this form included a terrorism exclusion. The form is now only a war exclusion. The normal terrorism exclusion for GL will apply.
XWC 401 12 07	XWC 401 10 99	WAIVER OF SUBROGATION ENDORSEMENT Due to the addition of new conditions references to the form are amended.
XWC 402 12 07	XWC 402 01 99	INCLUSION OF JONES ACT COVERAGE ENDORSEMENT Due to the introduction of a new definition references to the form are amended.
XWC 403 12 07	XWC 403 01 99	INCLUSION OF U.S. LONGSHORE AND HARBOR WORKERS COMPENSATION ACT ENDORSEMENT Due to the introduction of a new definition references to the form are amended.
XWC 406 12 07	XWC 406 10 99	LIMITED FOREIGN ENDORSEMENT Due to the introduction of a new definition references to the form are amended.
XWC 407 12 07	XWC 407 01 99	DEFENSE COSTS NOT INCLUDED IN RETENTION ENDORSEMENT Due to the introduction of a new definition references to the form are amended.
XWCC 501 12 07	XWCC 501 01 99	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM DECLARATIONS The declarations is modified for changes made to the coverage part regarding the limits.

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 #		CGL-08-6008-AR		
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	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM	XWC 101 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 101 10 66	CGL-00-6014-AR
02	AIRCRAFT EXCLUSION ENDORSEMENT	XWC 301 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 301 01 99	CGL-00-6014-AR
03	WAR EXCLUSION	XWC 302 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 302 07 02	N/A
04	WAIVER OF SUBROGATION ENDORSEMENT	XWC 401 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 401 10 99	CGL-00-6014-AR
05	INCLUSION OF JONES ACT COVERAGE ENDORSEMENT	XWC 402 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 402 01 99	N/A
06	INCLUSION OF U.S. LONGSHORE AND HARBOR WORKERS COMPENSATION ACT ENDORSEMENT	XWC 403 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 403 01 99	N/A
07	LIMITED FOREIGN ENDORSEMENT	XWC 406 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 406 10 99	CGL-00-6014-AR
08	DEFENSE COSTS NOT INCLUDED IN RETENTION ENDORSEMENT	XWC 407 12 07	<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWC 407 01 99	N/A
09	EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE FORM DECLARATIONS	XWCC 501 12 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	XWCC 501 01 99	N/A
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		