

SERFF Tracking Number: PENN-125464127 State: Arkansas  
Filing Company: Diamond State Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: DS-2008-GL-FRR-072  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: Commercial General Liability - Risk Purchasing Group - Vendors Cart Program  
Project Name/Number: /DS-2008-GL-FRR-072

## Filing at a Glance

Company: Diamond State Insurance Company

Product Name: Commercial General Liability - SERFF Tr Num: PENN-125464127 State: Arkansas

Risk Purchasing Group - Vendors Cart Program

TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: DS-2008-GL-FRR-072 State Status: Fees verified and received

Filing Type: Form

Co Status:

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

Author: Kathleen Reed

Disposition Date: 02/14/2008

Date Submitted: 01/30/2008

Disposition Status: Approved

Effective Date Requested (New): 03/01/2008

Effective Date (New):

Effective Date Requested (Renewal): 03/01/2008

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number: DS-2008-GL-FRR-072

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 02/14/2008

State Status Changed: 02/14/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Diamond State Insurance Company is taking this opportunity to inform you that under the provisions of the 1986 Federal Liability Risk Retention Act; we are implementing a new program for vendors in your state. The forms and rates are to be used as part of the insurance program for The American Retail Traders, Inc. Risk Purchasing Group that is domiciled in the state of Delaware. Diamond State is making this filing for use only with The American Retail Traders, Inc. Risk Purchasing Group.

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The program is designed to provide commercial general liability coverage to its subscribing members. It is the intention of this purchasing group to write both short term and ongoing operations of vendors selling from carts/kiosks in malls, at street fairs, festivals, concerts, trade shows, conventions, farmers markets, swap meets, and other similar venues and special events including, but not limited to, lectures, meetings, job fairs, fashion shows, health fairs, book sales, and choir concerts for up to thirty (30) days and held by non-profit community organizations.

The Insurance Services Office, Inc. commercial general liability forms and endorsements including all applicable amendatory endorsements will be used. Diamond State proprietary endorsements will also be used. Copies of all Diamond State forms to be used are included in the manual.

Due to the unique and highly customized nature of the activities of the members of the Risk Purchasing Group, a more sophisticated and flexible approach to pricing is required. The enclosed manual contains proprietary rating which will be used in lieu of standard, generic ISO rating.

## Company and Contact

### Filing Contact Information

Kathleen Reed, State Filings Analyst kreed@unitednat.com  
 Three Bala Plaza, East (610) 660-5430 [Phone]  
 Bala Cynwyd, PA 19004 (610) 668-3399[FAX]

### Filing Company Information

Diamond State Insurance Company	CoCode: 42048	State of Domicile: Indiana
Three Bala Plaza, East	Group Code: 920	Company Type:
Suite 300		
Bala Cynwyd, PA 19004	Group Name:	State ID Number:
(610) 660-6825 ext. [Phone]	FEIN Number: 51-0257823	
	-----	

## Filing Fees

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

*SERFF Tracking Number:* PENN-125464127                      *State:* Arkansas  
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*Per Company:* No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Diamond State Insurance Company	\$50.00	01/30/2008	17740257

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	02/14/2008	02/14/2008

*SERFF Tracking Number:*      *PENN-125464127*                      *State:*                      *Arkansas*  
*Filing Company:*              *Diamond State Insurance Company*              *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *DS-2008-GL-FRR-072*  
*TOI:*                      *17.2 Other Liability - Occurrence Only*              *Sub-TOI:*                      *17.2001 Commercial General Liability*  
*Product Name:*              *Commercial General Liability - Risk Purchasing Group - Vendors Cart Program*  
*Project Name/Number:*      */DS-2008-GL-FRR-072*

## **Disposition**

Disposition Date: 02/14/2008

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
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Form</b>	Common Policy Declarations	Approved	Yes
<b>Form</b>	Commercial General Liability Coverage Part Declarations	Approved	Yes
<b>Form</b>	Risk Purchasing Group Common Policy Provisions	Approved	Yes
<b>Form</b>	Limits Of Insurance Endorsement	Approved	Yes
<b>Form</b>	Auto Exclusion	Approved	Yes
<b>Form</b>	Special Events Liability Exclusion	Approved	Yes
<b>Form</b>	Liquor Liability Exclusion	Approved	Yes
<b>Form</b>	Pre-Existing Damages Exclusion	Approved	Yes
<b>Form</b>	Disease Exclusion	Approved	Yes
<b>Form</b>	Assault Or Battery Exclusion	Approved	Yes
<b>Form</b>	Acord	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Common Policy Declarations	DPA-100 (8-98)	(8-98)	Declaration New s/Schedule		0.00	DPA-100.pdf
Approved	Commercial General Liability Coverage Part Declarations	CL-150 (9/95)	(9/95)	Declaration New s/Schedule		0.00	CL-150_9-95_.pdf
Approved	Risk Purchasing Group Common Policy Provisions	EPA-1316 (01/2008)	(01/2008)	Policy/CoveNew rage Form		0.00	EPA-1316_1-2008_.pdf
Approved	Limits Of Insurance Endorsement	EPA-1317 (01/2008)	(01/2008)	Endorseme New nt/Amendm ent/Condi tions		0.00	EPA-1317_1-2008_.pdf
Approved	Auto Exclusion	EPA-1318 (01/2008)	(01/2008)	Endorseme New nt/Amendm ent/Condi tions		0.00	EPA-1318_1-2008_.pdf
Approved	Special Events Liability Exclusion	EPA-1319 (01/2008)	(01/2008)	Endorseme New nt/Amendm ent/Condi tions		0.00	EPA-1319_1-2008_.pdf
Approved	Liquor Liability Exclusion	EPA-1320 (01/2008)	(01/2008)	Endorseme New nt/Amendm ent/Condi tions		0.00	EPA-1320_1-2008_.pdf
Approved	Pre-Existing Damages Exclusion	EPA-1321 (01/2008)	(01/2008)	Endorseme New nt/Amendm ent/Condi tions		0.00	EPA-1321_1-2008_.pdf
Approved	Disease Exclusion	EPA-1322 (01/2008)	(01/2008)	Endorseme New nt/Amendm ent/Condi tions		0.00	EPA-1322_1-2008_.pdf

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Approved	Assault Or Battery Exclusion (01/2008)	EPA-1324 (01/2008)	Endorseme New nt/Amendm ent/Condi ons	0.00	EPA-1324 _1- 2008_.pdf
Approved	Acord	25-S(7/97)(7/97)	Certificate New	0.00	Acord 25-S 7 97.pdf





**COMMERCIAL INSURANCE POLICY  
COMMON POLICY DECLARATIONS**

**Policy Number:**

**Renewal of:**

**Named Insured:**

**Mailing Address:**

Street:

City:

State & Zip Code:

**Producer Name:**

Address:

**Producer Number:**

**Policy Period:** From: \_\_\_\_\_ To: \_\_\_\_\_  
at 12:01 A.M. Standard Time at the mailing address shown above.

**Business Description:**

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.  
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

_____ Coverage Part	PREMIUM \$
See individual "Subscribing Member's Certificates" for premium.	
<b>TOTAL \$</b>	
Premium shown is payable: at inception: _____ 1st Anniversary: _____ 2nd Anniversary: _____	
Form(s) and Endorsement(s) made a part of this policy at time of issue:	

By: \_\_\_\_\_  
Countersignature

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

EFFECTIVE DATE: \_\_\_\_\_  
12:01 A.M., Standard Time

POLICY NO.: \_\_\_\_\_

**LIMITS OF INSURANCE**

General Aggregate Limit (Other Than Products-Completed Operations)  
 Products-Completed Operations Aggregate Limit **See individual "Subscribing Member's Certificates" for limits.**  
 Personal and Advertising Injury Limit  
 Each Occurrence Limit  
 Fire Damage Limit  
 Medical Expense Limit

**RETROACTIVE DATE (CG 00 02 ONLY)**

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here: \_\_\_\_\_  
 (Enter Date or "None" if no Retroactive Date applies)

**FORM OF BUSINESS**

Individual       Joint Venture       Partnership       Organization (other than Partnership or Joint Venture)

**LOCATION OF PREMISES**

Location of All Premises You Own, Rent or Occupy:  
 Loc # \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**PREMIUM**

Loc #	Classification	Code No.	Premium Basis	Rate		Advance Premium	
				Pr/Co	All Other	Pr/Co	All Other

See individual "Subscribing Member's Certificates" for limits.

**Total Advance Premium** \_\_\_\_\_

**FORMS AND ENDORSEMENTS**

SEE ATTACHED SCHEDULE OF POLICY FORMS AND ENDORSEMENTS SAA-100

# RISK PURCHASING GROUP COMMON POLICY PROVISIONS

All Coverage Parts included in this policy are subject to the following conditions.

## A. Risk Purchasing Group and Subscriber Member Conditions

1. The first Named Insured under this policy is the Risk Purchasing Group shown in the Declarations.
2. A subscribing member of the Risk Purchasing Group is the Named Insured under each individual "Subscribing Member's Certificate." Each "Subscribing Member's Certificate" is subject to the following:
  - a. The terms, conditions and exclusions apply to each subscribing member separately.
  - b. Each "Subscribing Member's Certificate" will have a separate coverage period as stated in the "Subscribing Member's Certificate". The term 'policy period' as related to each "Subscribing Member's Certificate" will be the period from the certificate's effective date to its expiration or earlier termination date. In no event can a Subscribing member be added to the policy after the expiration date stated in the Declarations.
  - c. For each "Subscribing Member's Certificate", references in the policy to information in the Declarations means information contained in that "Subscribing Member's Certificate".
3. Actions or inactions of any one subscribing member will only affect that particular subscribing member's rights and interests under the policy.

## B. Cancellation – Risk Purchasing Group Policy

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to both the first Named Insured's and each subscribing member's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send each subscribing member any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## C. Cancellation – "Subscribing Member's Certificate"

1. A subscribing member may cancel its coverage under the policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel the subscribing member's coverage under this policy by mailing or delivering to the subscribing member identified on the "Subscribing Member's Certificate" written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the subscribing member's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The coverage period will end on that date.
5. If a subscribing member's coverage is cancelled, we will send the subscribing member any premium refund due. If we cancel, the refund will be pro rata. If the subscribing member cancels, the refund may be less than pro rata. In no event will the amount retained by us be less than the minimum earned premium as stated on the "Subscribing Member's Certificate."
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

## D. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## **E. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## **F. Inspections And Surveys**

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

## **G. Premiums**

The subscribing member shown on the "Subscribing Member's Certificate":

- a. Is responsible for the payment of premiums for the Subscribing Member's Certificate"; and
- b. Will be the payee for any "Subscribing Member's Certificate" return premiums we pay.

## **H. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## **I. Policy Not Subject To Audit**

This policy is not subject to premium audit and any provisions to the contrary do not apply.

## **J. Additional Definition**

"Subscribing Member's Certificate" means the Certificate of insurance issued to a subscribing Member.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective on            at 12:01 A.M. standard time, forms a part of**

**Policy No.:**

**Issued To:**

**By:**

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

### **LIMITS OF INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:

The Limits of Insurance apply separately to each subscribing member subject to the following:

1. The Limits of Insurance shown in the “Subscribing Member’s Certificate” and the rules below fix the most we will pay under each “Subscribing Member’s Certificate”, regardless of the number of:
  - a. Insureds;
  - b. Claims made or “suits” brought; or
  - c. Persons or organizations making claims or bringing “suits”.
2. No insurance is provided to a subscribing member under Coverage A for “bodily injury” or “property damage” within the “products-completed operations hazard” unless a Products-Completed Operations Limit is shown in the “Subscribing Member’s Certificate.”
3. No insurance is provided to a subscribing member under Coverage B for “personal and advertising injury” unless a Personal and Advertising Injury Limit is shown in the “Subscribing Member’s Certificate.”
4. No insurance is provided to a subscribing member under Coverage C for “bodily injury” unless a Medical Payments Limit is shown in the “Subscribing Member’s Certificate.”
5. The General Aggregate Limit is the most we will pay under a “Subscribing Member’s Certificate” for the sum of:
  - a. Medical expenses under Coverage C;

- b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”; and
  - c. Damages under Coverage B.
- 6. The Products-Completed Operations Aggregate Limit is the most we will pay under each “Subscribing Member’s Certificate” under Coverage A for damages because of “bodily injury” and “property damage” included in the “products-completed operations hazard”.
- 7. Subject to Paragraph 5. above, the Personal and Advertising Injury Limit is the most we will pay under each “Subscribing Member’s Certificate” under Coverage B for the sum of all damages because of all “personal and advertising injury” sustained by any one person or organization.
- 8. Subject to Paragraph 5. or 6. above, whichever applies, the Each Occurrence Limit is the most we will pay under each “Subscribing Member’s Certificate” for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage Cbecause of all “bodily injury” and “property damage” arising out of any one “occurrence”.
- 9. Subject to Paragraph 8. above, the Damage To Premises Rented To You Limit is the most we will pay under each “Subscribing Member’s Certificate” under Coverage A for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 10. Subject to Paragraph 9. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective on            at 12:01 A.M. standard time, forms a part of**

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**Issued To:**

**By:**

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

### **AUTO EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2.g. of SECTION I – Coverage A is deleted and replaced by the following:

- g. “Bodily injury” or “property damage” arising out of the ownership, maintenance, use, or entrustment to others, of any aircraft, “auto”, or watercraft.

This exclusion applies even if the claims against any insured allege negligence or wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved an aircraft, “auto”, or watercraft. Use includes operation and “loading or unloading”.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an “auto” on, or on the ways next to, premises you own or rent provided the “auto” is not owned by or rented or loaned to you or the insured;
- (4) “Bodily injury” or “property damage” arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of “mobile equipment”.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective on            at 12:01 A.M. standard time, forms a part of**

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**Issued To:**

**By:**

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

**SPECIAL EVENTS LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, or medical payments arising out of, resulting from, caused or contributed to by any of the following:

1. Amusement Devices

The ownership, maintenance or use of any electric, electronic, mechanical or computer-operated amusement rides or devices other than those that are shown in the Declarations or scheduled in the policy. This exclusion does not apply to devices commonly known as video arcade games.

2. Pyrotechnics/Pyrotechnicians

The use of pyrotechnics or pyrotechnicians.

3. Participants

Any person while practicing for or participating in any game, contest, exhibition, production or show that you sponsor.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

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**Issued To:**

**By:**

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

**LIQUOR LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2.c. of SECTION I – Coverage A is deleted and replaced by the following:

- c. “Bodily injury” or “property damage” for which any insured may be held liable by reason of:
  - (1) Causing or contributing to the intoxication of any person;
  - (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or,
  - (3) Any statute, ordinance, or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective on            at 12:01 A.M. standard time, forms a part of**

**Policy No.:**

**Issued To:**

**By:**

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

**PRE-EXISTING DAMAGES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” which began prior to the inception date of this policy, and which is alleged to continue into the policy period.

This exclusion applies whether or not:

1. The damage or its cause was known to any insured before the inception date of the policy;
2. Repeated or continued exposure to conditions causing such “bodily injury”, “property damage” or “personal and advertising injury” occurred during the policy period or caused additional or progressive “bodily injury”, “property damage” or “personal and advertising injury” during the policy period; or
3. The insured’s legal obligation to pay damages was established as of the inception date of this policy.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective on        at 12:01 A.M. standard time, forms a part of**

**Policy No.:**

**Issued To:**

**By:**

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

**DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to damages claimed for the alleged or actual contracting of any communicable sickness or disease, including, but not limited to Acquired Immune Deficiency Syndrome or Hepatitis.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective on            at 12:01 A.M. standard time, forms a part of**

**Policy No.:**

**Issued To:**

**By:**

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

### **ASSAULT OR BATTERY EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising in whole or in part out of:
  - a. the actual or threatened assault or battery whether caused by or at the instigation or direction of any insured, its “employees”, patrons or any other person;
  - b. the failure of any insured or anyone else for whom any insured is legally responsible to prevent or suppress assault or battery; or
  - c. the negligent:
    - (1) employment;
    - (2) investigation;
    - (3) supervison;
    - (4) training; or
    - (5) retentionof a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (a) or (b) above.
2. For the purpose of this endorsement, the words “assault or battery” are intended to include, but are not limited to, sexual assault.
3. Subparagraph a. of 2. Exclusion of COVERAGE A (SECTION I) is deleted and replace by the following:
  - a. “Bodily injury” or “property damage” expected or intended from the standpoint of any insured.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <b style="text-align: center;">INSURERS AFFORDING COVERAGE</b> INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:
INSURED	

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO _____				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ _____ \$ _____ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS   OTH-FR E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b> _____				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

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CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <input checked="" type="checkbox"/> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON THE INSURER, ITS AGENTS OR REPRESENTATIVES. _____ AUTHORIZED REPRESENTATIVE

*SERFF Tracking Number:*      *PENN-125464127*                      *State:*                      *Arkansas*  
*Filing Company:*              *Diamond State Insurance Company*              *State Tracking Number:*      *EFT \$50*  
*Company Tracking Number:*      *DS-2008-GL-FRR-072*  
*TOI:*                      *17.2 Other Liability - Occurrence Only*              *Sub-TOI:*                      *17.2001 Commercial General Liability*  
*Product Name:*              *Commercial General Liability - Risk Purchasing Group - Vendors Cart Program*  
*Project Name/Number:*      */DS-2008-GL-FRR-072*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PENN-125464127 State: Arkansas  
Filing Company: Diamond State Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: DS-2008-GL-FRR-072  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: Commercial General Liability - Risk Purchasing Group - Vendors Cart Program  
Project Name/Number: /DS-2008-GL-FRR-072

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 02/14/2008

**Comments:**

**Attachment:**

COMM. GEN. LIAB. VENDOR CARTS PROG. - P&c TRANSMITTAL FORM - FRR.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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<b>3. Group Name</b> UNITED NATIONAL GROUP	<b>Group NAIC #</b> 920
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4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
DIAMOND STATE INSURANCE COMPANY	INDIANA	42048	51-0257823	NOT APPLICABLE

<b>5. Company Tracking Number</b>	DS-2008-GL-FRR-072F
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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
	KATHLEEN REED THREE BALA PLAZA, EAST 300 BALA CYNWYD, PENNSYLVANIA 19004	STATE FILING ANALYST	610-660-5430	610-668-3399	<a href="mailto:KREED@UNITEDNAT.COM">KREED@UNITEDNAT.COM</a>
7.	Signature of authorized filer				
8.	Please print name of authorized filer		KATHLEEN REED		

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

<b>9. Type of Insurance (TOI)</b>	17.2 OTHER LIABILITY – OCCURRENCE ONLY
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.2001 – COMMERCIAL GENERAL LIABILITY
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title</b> (Marketing title)	COMMERCIAL GENERAL LIABILITY – VENDOR CARTS PROGRAM
<b>13. Filing Type</b>	<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)
<b>14. Effective Date(s) Requested</b>	New: MARCH 1, 2008    Renewal: MARCH 1, 2008
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

16.	Reference Organization (if applicable)	NOT APPLICABLE
17.	Reference Organization # & Title	NOT APPLICABLE
18.	Company's Date of Filing	JANUARY 31, 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

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## Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	DS-2008-GL-FRR-072R
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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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Diamond State Insurance Company is taking this opportunity to inform you that under the provisions of the 1986 Federal Liability Risk Retention Act; we are implementing a new program for vendors in your state. The forms and rates are to be used as part of the insurance program for The American Retail Traders, Inc. Risk Purchasing Group that is domiciled in the state of Delaware. Diamond State is making this filing for use only with The American Retail Traders, Inc. Risk Purchasing Group.

The program is designed to provide commercial general liability coverage to its subscribing members. It is the intention of this purchasing group to write both short term and ongoing operations of vendors selling from carts/kiosks in malls, at street fairs, festivals, concerts, trade shows, conventions, farmers markets, swap meets, and other similar venues and special events including, but not limited to, lectures, meetings, job fairs, fashion shows, health fairs, book sales, and choir concerts for up to thirty (30) days and held by non-profit community organizations.

The Insurance Services Office, Inc. commercial general liability forms and endorsements including all applicable amendatory endorsements will be used. Diamond State proprietary endorsements will also be used. Copies of all Diamond State forms to be used are included in the manual.

Due to the unique and highly customized nature of the activities of the members of the Risk Purchasing Group, a more sophisticated and flexible approach to pricing is required. The enclosed manual contains proprietary rating which will be used in lieu of standard, generic ISO rating.

**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 #: NOT APPLICABLE**  
**Amount: NOT APPLICABLE**

**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.)**

PC TD-1 pg 2 of 2

## 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>	
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	
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<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			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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		

PC FFS-1

## RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

**(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)	
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Rate Increase     
  Rate Decrease     
  Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>						
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5. Overall Rate Information (Complete for Multiple Company Filings only)</b>			
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		COMPANY USE	STATE USE
<b>5a</b>	<b>Overall percentage rate indication (when applicable)</b>		
<b>5b</b>	<b>Overall percentage rate impact for this filing</b>		
<b>5c</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5d</b>	<b>Effect of Rate Filing – Number of policyholders affected</b>		

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing</b> (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	