

SERFF Tracking Number: PHAR-125461613 State: Arkansas
Filing Company: Pharmacists Mutual Insurance Company State Tracking Number: EFT \$200
Company Tracking Number: AR-BOP-06-08-F
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Filing Revised BOP endorsements
Project Name/Number: /

Filing at a Glance

Company: Pharmacists Mutual Insurance Company

Product Name: Filing Revised BOP SERFF Tr Num: PHAR-125461613 State: Arkansas
endorsements

TOI: 05.0 Commercial Multi-Peril - Liability & SERFF Status: Closed State Tr Num: EFT \$200
Non-Liability

Sub-TOI: 05.0002 Businessowners Co Tr Num: AR-BOP-06-08-F State Status: Fees verified and
received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi,
Llyweyia Rawlins, Brittany Yielding
Disposition Date: 02/20/2008

Authors: Lori Stokes, Karleen
Wittkopf

Date Submitted: 02/06/2008

Disposition Status: Approved

Effective Date Requested (New): 06/01/2008

Effective Date (New): 06/01/2008

Effective Date Requested (Renewal): 06/01/2008

Effective Date (Renewal):
06/01/2008

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 02/20/2008

State Status Changed: 02/20/2008

Deemer Date:

Corresponding Filing Tracking Number: AR-BOP-06-08-R

Filing Description:

Pharmacists Mutual Insurance Company would like to file for your review and approval revised Businessowner's
endorsements.

SERFF Tracking Number: PHAR-125461613 State: Arkansas
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 Company Tracking Number: AR-BOP-06-08-F
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
 Liability
 Product Name: Filing Revised BOP endorsements
 Project Name/Number: /

We would like this filing to be effective for all policies on and after June 1, 2008.

Company and Contact

Filing Contact Information

Lori Stokes, lori.stokes@phmic.com
 PO Box 370 (800) 247-5930 [Phone]
 Algona, IA 50511

Filing Company Information

Pharmacists Mutual Insurance Company CoCode: 13714 State of Domicile: Iowa
 808 Highway 18 West Group Code: 775 Company Type: Mutual
 P.O. Box 370
 Algona, IA 50511 Group Name: State ID Number:
 (800) 247-5930 ext. [Phone] FEIN Number: 42-0223390

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? No
 Fee Explanation: \$50/form
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pharmacists Mutual Insurance Company	\$200.00	02/06/2008	17852508

SERFF Tracking Number: PHAR-125461613 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	02/20/2008	02/20/2008

SERFF Tracking Number: PHAR-125461613 State: Arkansas
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Disposition

Disposition Date: 02/20/2008

Effective Date (New): 06/01/2008

Effective Date (Renewal): 06/01/2008

Status: Approved

Comment: There is overpayment on fees by \$150.00. A refund will be coming shortly.

Form filings are \$50 per filing. It does not matter how many forms you have.

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 Memorandum	Approved	Yes
Form	Pharmacy Services Professiona Liability Coverage	Approved	Yes
Form	Home Health Care Consultation Services Liability	Approved	Yes
Form	Home Health Care Services Liability	Approved	Yes
Form	Expanded Property Coverages	Approved	Yes

SERFF Tracking Number: PHAR-125461613 State: Arkansas
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 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
 Liability
 Product Name: Filing Revised BOP endorsements
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Pharmacy Services Professional Liability Coverage	PM 1014B	06-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PM 1014B 06-05 Previous Filing #:		PM 1014B (06-08).pdf PM1014B Side by Side Comparison 06-05 vs. 06-08.pdf
Approved	Home Health Care Consultation Services Liability	PM 1093B	06-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PM 1093B 06-05 Previous Filing #:		PM 1093B (06-08).pdf PM1093B Side by Side Comparison 06-05 vs. 06-08.pdf
Approved	Home Health Care Services Liability	PM 1098B	06-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PM 1098B 06-05 Previous Filing #:		PM 1098B (06-08).pdf PM1098B Side by Side Comparison 06-05 vs. 06-08.pdf
Approved	Expanded Property Coverages	PM 1015B	01-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 PM 1015B 06-05 Previous Filing #:		PM 1015B (0108).pdf PM 1015B Redlined Comparison of 6-05 vs. 1-08.pdf

– Please Read This Carefully –

PHARMACY SERVICES PROFESSIONAL LIABILITY COVERAGE

With respect to the coverage provided by this endorsement, the Commercial Liability Coverages are amended as follows. All other provisions of the policy apply.

ADDITIONAL DEFINITIONS

The following definition is amended, as follows:

Definition 11. "Insured" b. 4) a) (3) is deleted and replaced with the following:

- (3) arising out of his or her rendering or failure to render professional health care services. However, this limitation does not apply to the rendering or failure to render "pharmacy services".

The following definitions are added:

"Pharmacy services"

A) means:

- 1) The interpretation, evaluation, preparation and dispensing of prescription orders;
- 2) Participation in drug and device selection (including, where permitted by law, prescribing by protocol, agreement or collaborative practice or the prescribing of legally recognized pharmacist-class of drugs or devices);
- 3) The administering of drugs, including immunizations, by an "insured" pharmacist or "insured" pharmacy student where permitted by law;
- 4) Drug regimen reviews;
- 5) Drug or drug-related research;
- 6) Medication consulting and patient counseling which are related to drugs, medical devices or medical conditions;
- 7) "Compounding";
- 8) Storage of drugs and devices;
- 9) Maintenance of proper records for drugs and devices; or

- 10) Pharmaceutical care and other services of a professional nature legally performed by an "insured" pharmacist or "insured" pharmacy student.

B) does not mean:

- 1) services not arising out of the business of the "insured", as listed on the "declarations"; or
- 2) the administering of drugs or medical devices for cosmetic purposes.

"Compound", "Compounded", or "Compounding":

A) means the mixing of components into a drug preparation:

- 1) as the result of a licensed medical prescriber's prescription drug order or initiative, based on the prescriber / patient / pharmacist relationship in the course of professional practice;
- 2) for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale or dispensing;
- 3) pursuant to a lawful request by a licensed medical prescriber for a drug to be used by the prescriber for the purpose of direct administration to patients; or
- 4) in anticipation of receiving prescription drug orders based on routine, regularly observed prescribing patterns. However, the amount of product compounded pursuant to this paragraph is limited by the storage condition requirements of USP <795> and USP <797>.

B) also includes drug preparations that may be commercially available in the marketplace, as long as the "compounded" drug:

- 1) is either different from the Food and Drug Administration-approved product based upon the specific medical needs of the patient, or is temporarily unavailable to the pharmacy and there is an immediate need for the product by the patient; and

- 2) is based on the existence of a licensed medical prescriber / patient / pharmacist relationship and the presentation of a valid prescription order.

“Manufacturing” means the preparation of components into a drug product not specifically described within the definition of “compounding”.

COMMERCIAL LIABILITY COVERAGES

COVERAGE L – BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY

2. Exclusions a. is deleted and replaced with the following:

- a. “We” do not pay for “bodily injury” or “property damage” arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to “bodily injury” or “property damage” arising out of the rendering or the failure to render “pharmacy services”.

The following exclusion is added:

“We” do not pay for “bodily injury” or “property damage” arising out of:

- 1) the rendering or failure to render “pharmacy services” by or with the knowledge or consent of an “insured” that involves:
 - a) a willful violation of a regulation or statute relating to “pharmacy services”;
 - b) a violation of criminal or penal statute or a criminal act; or
 - c) the dispensing of prescription orders based upon telephonic, electronic or online medical consultations without there being a pre-existing patient - prescriber relationship that has included an in-person physician examination;
- 2) “compounding” that contains a drug component which has been withdrawn or removed from the market for reasons of safety; or
- 3) “manufacturing”.

COVERAGE O – FIRE LEGAL LIABILITY

2. Exclusions b. is deleted and replaced with the following:

- b. “We” do not pay for “property damage” arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to “property damage” arising out of the rendering or the failure to render “pharmacy services”.

The following exclusion is added:

“We” do not pay for “property damage” arising out of:

- 1) the rendering or failure to render “pharmacy services” by or with the knowledge or consent of an “insured” that involves:
 - a) a willful violation of a regulation or statute relating to “pharmacy services”; or
 - b) a violation of criminal or penal statute or a criminal act; or
- 2) “manufacturing”.

COVERAGE P – PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions a. is deleted and replaced with the following:

“We” do not pay for “personal and advertising injury” arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to “personal and advertising injury” arising out of the rendering or the failure to render “pharmacy services”.

The following exclusion is added:

“We” do not pay for “personal and advertising injury” arising out of:

- 1) the rendering or failure to render “pharmacy services” by or with the knowledge or consent of an “insured” that involves:
 - a) a willful violation of a regulation or statute relating to “pharmacy services”;
 - b) a violation of criminal or penal statute or a criminal act; or
 - c) the dispensing of prescription orders based upon telephonic, electronic or online medical consultations without there being a pre-existing patient - prescriber relationship that has included an in-person physician examination; or
- 2) “manufacturing”.

HOW MUCH WE PAY

HOW MUCH WE PAY, 1. and 4. are deleted and replaced with the following:

1. The “limits” shown on the “declarations” and subject to the following conditions, are the most “we” pay regardless of the number of:
 - a) “insureds” under the Commercial Liability Coverages;
 - b) persons or organizations who sustain injury or damage;
 - c) claims made or “suits” brought; or
 - d) policy periods involved.

“Our” total liability under Commercial Liability Coverages for damages resulting from one loss will not exceed the “limits” shown on the declarations page. All “bodily injury” and “property damage” resulting from one “occurrence” or all “personal and advertising injury” resulting from one offense is considered the result of one loss.

However, the payment of a claim under Coverage M does not mean that “we” admit “we” are liable under other coverages.

4. The Each Occurrence Limit, subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, is the most “we” will pay for the total of:
 - a) “damages” under Coverages L and P; and
 - b) medical expenses under Coverage M, due to all “bodily injury” and “property damage” arising out of a single “occurrence” or due to all “personal and advertising injury” sustained by one person or organization.

A single “occurrence” includes:

- a) a “compounded” preparation prepared in a single batch for multiple prescriptions, regardless of the number of persons injured or the number of claims or suits brought;
- b) a single act or omission in the rendering or the failure to render “pharmacy services” that affects multiple prescriptions, regardless of the number of persons injured or the number of claims or suits brought; or
- c) an act or omission in the rendering or the failure to render “pharmacy services” to any one person, regardless of the number of times a prescription is refilled.

All “bodily injury” or “property damage” included within such “occurrence” will take place at the time the first “bodily injury” or “property damage” takes place.

SUPPLEMENTAL PAYMENTS

SUPPLEMENTAL PAYMENTS is amended to include the following:

Limited Pharmacy License Defense Reimbursement

“We” will reimburse “you” for legal fees arising out of a disciplinary proceeding or official investigation by a state or federal agency against “you”, “your” sole owner, “your” partners or “your” executive officers, for an action before a Board of Pharmacy arising out of the rendering or failure to render “pharmacy services” during the policy period.

The maximum amount reimbursed during the policy period shall not exceed \$10,000.

A \$500 deductible applies for each claim made.

Text and Font Comparison

Documents Compared

PM1014B 0605.pdf

PM 1014B (06-08).pdf

Summary

958 word(s) added

596 word(s) deleted

570 word(s) matched

570 word(s) differ in font

To see where the changes are, please scroll down.

This endorsement changes the Commercial Liability Coverages provided by this Businessowners Policy

- Please Read This Carefully -

PHARMACY PROFESSIONAL LIABILITY

The Commercial Liability Coverages are amended as follows and are subject to the "terms" of this endorsement, the Common Policy Conditions, the Common Policy Definitions, and the "terms" applicable to Liability Coverages, except as provided below.

ADDITIONAL DEFINITIONS

The following definitions are added or revised:

"Pharmacy services" means:

- (a) The interpretation, evaluation and dispensing of prescription orders;
- (b) Participation in drug and device selection (including, where permitted by law, prescribing by protocol, agreement or collaborative practice or the prescribing of legally recognized pharmacist-class of drugs or devices);
- (c) Drug administration, including immunization, by an "insured" pharmacist where permitted by law;
- (d) Drug regimen reviews;
- (e) Drug or drug related research;
- (f) Medication consulting and patient counseling;
- (g) "Compounding";
- (h) Proper and safe storage of drugs and devices;
- (i) Maintenance of proper records for drugs and devices;
- (j) Pharmaceutical care and other services of a professional nature legally performed by an "insured" pharmacist;

"Compound", "Compounded", or "Compounding" means the preparation, mixing, assembling, packaging, or labeling of a drug or device:

- (a) as the result of a practitioner's prescription drug order or initiative based on the practitioner-patient-pharmacist triad relationship in the course of professional practice, including preparation in anticipation of prescription orders based on routine, regularly observed prescribing patterns, or
- (b) for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale or dispensing.

Compounding includes other preparation, mixing, assembling, packaging, or labeling practices approved as a part of the practice of pharmacy by the Board of Pharmacy in the state in which "you" practice.

"Compounding" does not include "manufacturing".

"Manufacturing" means the production, preparation, propagation, conversion, or processing of a drug or device, either directly or indirectly, by extraction from substances of natural origin or independently by means of chemical or biological synthesis, and includes any packaging or repackaging of the substance(s) or labeling or relabeling of its container, and the promotion and marketing of such drugs or devices.

"Manufacturing" includes the preparation of commercially available products for resale.

Definition 11. "Insured" b. 4) a) (3) is deleted and replaced with the following:

- (3) arising out of his or her rendering or failure to render professional health care services. However, this exclusion does not apply in the rendering or failure to render "pharmacy services".

COMMERCIAL LIABILITY COVERAGES

COVERAGE L - BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY,

2. Exclusions (a-) is deleted and replaced with the following:

"We" do not pay for "bodily injury" or "property damage" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "bodily injury" or "property damage" that arises out of the rendering or the failure to render "pharmacy services".

The following exclusion is added:

This endorsement changes the Commercial Liability Coverages provided by this Businessowners Policy

- Please Read This Carefully -

PHARMACY SERVICES PROFESSIONAL LIABILITY COVERAGE

With respect to the coverage provided by this endorsement, the Commercial Liability Coverages are amended as follows. All other provisions of the policy apply.

ADDITIONAL DEFINITIONS

The following definition is amended, as follows:

Definition 11 "Insured" b. 4) a) (3) is deleted and replaced with the following:

- (3) arising out of his or her rendering or failure to render professional health care services. However, this limitation does not apply to the rendering or failure to render "pharmacy services".

The following definitions are added:

"Pharmacy services"

A) means:

- 1) The interpretation, evaluation, preparation and dispensing of prescription orders;
- 2) Participation in drug and device selection (including, where permitted by law, prescribing by protocol, agreement or collaborative practice or the prescribing of legally recognized pharmacist-class of drugs or devices);
- 3) The administering of drugs, including immunizations, by an "insured" pharmacist or "insured" pharmacy student where permitted by law;
- 4) Drug regimen reviews;
- 5) Drug or drug-related research;
- 6) Medication consulting and patient counseling which are related to drugs, medical devices or medical conditions;
- 7) "Compounding";
- 8) Storage of drugs and devices;
- 9) Maintenance of proper records for drugs and devices; or

- 10) Pharmaceutical care and other services of a professional nature legally performed by an "insured" pharmacist or "insured" pharmacy student.

B) does not mean:

- 1) services not arising out of the business of the "insured", as listed on the "declarations"; or
- 2) the administering of drugs or medical devices for cosmetic purposes.

"Compound" "Compounded" or "Compounding":

A) means the mixing of components into a drug preparation:

- 1) as the result of a licensed medical prescriber's prescription drug order or initiative based on the prescriber / patient / pharmacist relationship in the course of professional practice;
- 2) for the purpose of, or as an incident to, research, teaching, or chemical analysis and not for sale or dispensing;
- 3) pursuant to a lawful request by a licensed medical prescriber for a drug to be used by the prescriber for the purpose of direct administration to patients; or
- 4) in anticipation of receiving prescription drug orders based on routine, regularly observed prescribing patterns. However, the amount of product compounded pursuant to this paragraph is limited by the storage condition requirements of USP <795> and USP <797>.

B) also includes drug preparations that may be commercially available in the marketplace, as long as the "compounded" drug:

- 1) is either different from the Food and Drug Administration-approved product based upon the specific medical needs of the patient, or is temporarily unavailable to the pharmacy and there is an immediate need for the product by the patient; and

"We" do not pay for "bodily injury" or "property damage" arising out of:

- ~~1. the rendering or failure to render "pharmacy services" arising out of willful violation of a regulation or statute relating to "pharmacy services" by or with the knowledge or consent of an "insured";~~
- ~~2. the rendering or failure to render "pharmacy services" arising out of violation of a criminal or penal statute by or with the knowledge or consent of an "insured";~~
- ~~3. the rendering or failure to render "pharmacy services" that involves the dispensing of prescription orders by or with the knowledge or consent of an "insured" based upon telephonic, electronic or online medical consultations without there being a pre-existing patient-prescriber relationship that has included an in-person physician examination; or~~
4. "manufacturing".

COVERAGE P – PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions ~~(a)~~ is deleted and replaced with the following:

"We" do not pay for "personal and advertising injury" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "personal and advertising injury" that arises out of the rendering or the failure to render "pharmacy services".

The following exclusion is added:

"We" do not pay for "personal and advertising injury" arising out of:

- ~~1. the rendering or failure to render "pharmacy services" arising out of willful violation of a regulation or statute relating to "pharmacy services" by or with the knowledge or consent of an "insured";~~
- ~~2. the rendering or failure to render "pharmacy services" arising out of violation of a criminal or penal statute by or with the knowledge or consent of an "insured";~~
- ~~3. the rendering or failure to render "pharmacy services" that involves the dispensing of prescription orders by or with the knowledge or consent of an "insured" based upon telephonic, electronic or online medical consultations without there being a pre-existing patient-prescriber relationship that has included an in-person physician examination; or~~

~~4. "manufacturing".~~

HOW MUCH WE PAY

HOW MUCH WE PAY, ~~4.~~ is deleted and replaced with the following:

4. The Each Occurrence Limit, subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, is the most "we" will pay for the total of:
 - a. "damages" under Coverages L and P; and
 - b. medical expenses under Coverage M,
 due to all "bodily injury" and "property damage" arising out of a single "occurrence" or due to all "personal and Advertising injury" sustained by one person or organization.

A single "occurrence" means:

- a. ~~an act or omission and all related acts or omissions~~ in the rendering or the failure to render "pharmacy services" to any one person, regardless of the number of times a prescription is refilled.
- b. ~~a "compounded" product made from a single batch preparation, regardless of the number of persons injured, or the number of claims or suits brought.~~

SUPPLEMENTAL PAYMENTS

SUPPLEMENTAL PAYMENTS is amended to include the following:

Limited Pharmacy License Defense Reimbursement

We will reimburse "you" for legal fees arising out of a disciplinary proceeding or official investigation by a state or federal agency against "you", "your" sole owner, "your" partners or "your" executive officers, for an action before a Board of Pharmacy arising out of the rendering or failure to render "pharmacy services" during the policy period.

~~The amount reimbursed shall be 90% of the legal fees paid, less a \$100 deductible, for each claim made.~~

The maximum amount reimbursed during the policy period shall not exceed \$2,500

- 2) is based on the existence of a licensed medical prescriber / patient / pharmacist relationship and the presentation of a valid prescription order.

“Manufacturing” means the preparation of components into a drug product not specifically described within the definition of “compounding”

COMMERCIAL LIABILITY COVERAGES

COVERAGE L – BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY

2. Exclusions a. is deleted and replaced with the following:

- a. “We” do not pay for “bodily injury” or “property damage” arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to “bodily injury” or “property damage” arising out of the rendering or the failure to render “pharmacy services”.

The following exclusion is added:

“We” do not pay for “bodily injury” or “property damage” arising out of:

- 1) the rendering or failure to render “pharmacy services” by or with the knowledge or consent of an “insured” that involves:
 - a) a willful violation of a regulation or statute relating to “pharmacy services”;
 - b) a violation of criminal or penal statute or a criminal act; or
 - c) the dispensing of prescription orders based upon telephonic, electronic or online medical consultations without there being a pre-existing patient - prescriber relationship that has included an in-person physician examination;
- 2) “compounding” that contains a drug component which has been withdrawn or removed from the market for reasons of safety; or
- 3) “manufacturing”.

COVERAGE O – FIRE LEGAL LIABILITY

2. Exclusions b. is deleted and replaced with the following:

- b. “We” do not pay for “property damage” arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to “property damage” arising out of the rendering or the failure to render “pharmacy services”.

The following exclusion is added:

“We” do not pay for “property damage” arising out of:

- 1) the rendering or failure to render “pharmacy services” by or with the knowledge or consent of an “insured” that involves:
 - a) a willful violation of a regulation or statute relating to “pharmacy services”; or
 - b) a violation of criminal or penal statute or a criminal act; or
- 2) “manufacturing”.

COVERAGE P – PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions a. is deleted and replaced with the following:

“We” do not pay for “personal and advertising injury” arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to “personal and advertising injury” arising out of the rendering or the failure to render “pharmacy services”.

The following exclusion is added:

“We” do not pay for “personal and advertising injury” arising out of:

- 1) the rendering or failure to render “pharmacy services” by or with the knowledge or consent of an “insured” that involves:
 - a) a willful violation of a regulation or statute relating to “pharmacy services”;
 - b) a violation of criminal or penal statute or a criminal act; or
 - c) the dispensing of prescription orders based upon telephonic, electronic or online medical consultations without there being a pre-existing patient - prescriber relationship that has included an in-person physician examination; or
- 2) “manufacturing”.

HOW MUCH WE PAY

HOW MUCH WE PAY, 1 and 4 are deleted and replaced with the following:

1. The "limits" shown on the "declarations" and subject to the following conditions, are the most "we" pay, regardless of the number of:

- a) "insureds" under the Commercial Liability Coverages;
- b) persons or organizations who sustain injury or damage;
- c) claims made or "suits" brought; or
- d) policy periods involved.

"Our" total liability under Commercial Liability Coverages for damages resulting from one loss will not exceed the "limits" shown on the declarations page. All "bodily injury" and "property damage" resulting from one "occurrence" or all "personal and advertising injury" resulting from one offense is considered the result of one loss.

However, the payment of a claim under Coverage M does not mean that "we" admit "we" are liable under other coverages.

4. The Each Occurrence Limit, subject to the General Aggregate Limit and the Products/Completed Work Hazard Aggregate Limit, is the most "we" will pay for the total of:

- a) "damages" under Coverages L and P; and
- b) medical expenses under Coverage M, due to all "bodily injury" and "property damage" arising out of a single "occurrence" or due to all "personal and advertising injury" sustained by one person or organization.

A single "occurrence" includes:

- a) a "compounded" preparation prepared in a single batch for multiple prescriptions, regardless of the number of persons injured or the number of claims or suits brought;
- b) a single act or omission in the rendering or the failure to render "pharmacy services" that affects multiple prescriptions, regardless of the number of persons injured or the number of claims or suits brought; or
- c) an act or omission in the rendering or the failure to render "pharmacy services" to any one person, regardless of the number of times a prescription is refilled.

All "bodily injury" or "property damage" included within such "occurrence" will take place at the time the first "bodily injury" or "property damage" takes place.

SUPPLEMENTAL PAYMENTS

SUPPLEMENTAL PAYMENTS is amended to include the following:

Limited Pharmacy License Defense Reimbursement

"We" will reimburse "you" for legal fees arising out of a disciplinary proceeding or official investigation by a state or federal agency against "you", "your" sole owner, "your" partners or "your" executive officers, for an action before a Board of Pharmacy arising out of the rendering or failure to render "pharmacy services" during the policy period.

The maximum amount reimbursed during the policy period shall not exceed \$10,000.

A \$500 deductible applies for each claim made.

This endorsement changes the Commercial Liability Coverages provided by this Businessowners Policy

– Please Read This Carefully –

Home Health Care Consultation Services Liability

With respect to the coverage provided by this endorsement, the Commercial Liability Coverage is amended as follows. All other provisions of the policy apply.

ADDITIONAL DEFINITIONS

The following definition is amended, as follows:

Definition 11. "Insured" b. 4) a) (3) is deleted and replaced with the following:

- (3) arising out of his or her rendering or failure to render professional health care services. However, this limitation does not apply to the rendering or failure to render "home health care consultation services" by a "home health care professional" or "home health care services provider".

The following definitions are added:

"Home health care professional" means an individual whose professional duties are ancillary or supplemental to the duties of a physician, surgeon, dentist or other professional licensed by law to prescribe medications. "Home health care professional" includes a registered nurse, licensed practical nurse, respiratory therapist, physical therapist, orthotist or other similar health care professional. "Home health care professional" does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

"Home health care services provider" means an individual who has received training in specialized areas of home health care services. "Home health care services provider" includes an orthotic fitter, certified nursing assistant, oxygen technician or other similar health care provider. "Home health care services provider" does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

"Home health care consultation services" means advising and instructing "your" patient, or caregiver of "your" patient, by a "home health care professional" or "home health care services provider" when such advice

and instruction is the recognized duty of the "home health care professional" or "home health care services provider". "Home health care consultation services" includes health screening activities, but does not include laboratory procedures or any other procedures taken for the purpose of determining medical diagnosis or treatment.

"Medical Director" means a licensed physician or medical organization with whom "you" have a written contract.

COMMERCIAL LIABILITY COVERAGES

COVERAGE L – BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY

2. Exclusions a. is deleted and replaced with the following:

- a. "We" do not pay for "bodily injury" or "property damage" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the rendering or the failure to render "home health care consultation services" by a "home health care professional" or "home health care services provider".

The following exclusion is added:

"We" do not pay for "bodily injury" or "property damage" arising out of:

- a. the rendering or failure to render "home health care consultation services" by or with the knowledge or consent of an "insured" that involves:
 - 1) a willful violation of a regulation or statute relating to a "home health care professional" or a "home health care services provider"; or
 - 2) a violation of a criminal or penal statute or a criminal act;
- b. the administering of any product, drug, cosmetic or device into or onto the body,

- except for demonstration purposes as a part of “home health care consultation services”; or
- c. the rendering or failure to render professional services by a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications. However, “your” “medical director” is covered for vicarious liability arising out of “your” acts or omissions to which this insurance applies.

COVERAGE O – FIRE LEGAL LIABILITY

2. Exclusions b. is deleted and replaced with the following:

- b. "We" do not pay for "property damage" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "property damage" arising out of the rendering or the failure to render “home health care consultation services” by a “home health care professional” or “home health care services provider”.

The following exclusion is added:

“We” do not pay for "property damage" arising out of the rendering or failure to render “home health care consultation services” by or with the knowledge or consent of an “insured” that involves:

- a. a willful violation of a regulation or statute relating to a “home health care professional” or a “home health care services provider”; or
- b. a violation of a criminal or penal statute or a criminal act;

COVERAGE P – PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions a. is deleted and replaced with the following:

- a. "We" do not pay for "personal and advertising injury" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "personal and advertising injury" arising out of the rendering or the failure to render “home health care consultation services” by a “home health care professional” or “home health care services provider”.

The following exclusion is added:

“We” do not pay for "personal and advertising injury" arising out of:

- a. the rendering or failure to render “home health care consultation services” by or with the knowledge or consent of an “insured” that involves:
 - 1) a willful violation of a regulation or statute relating to a “home health care professional” or a “home health care services provider”; or
 - 2) a violation of a criminal or penal statute or a criminal act;
- b. the administering of any product, drug, cosmetic or device into or onto the body, except for demonstration purposes as a part of “home health care consultation services”; or
- c. the rendering or failure to render professional services by a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications. However, “your” “medical director” is covered for vicarious liability arising out of “your” acts or omissions to which this insurance applies.

HOW MUCH WE PAY

HOW MUCH WE PAY, 1. is deleted and replaced with the following:

- 1. The “limits” shown on the “declarations” and subject to the following conditions, are the most “we” pay regardless of the number of:
 - a) “insureds” under the Commercial Liability Coverages;
 - b) persons or organizations who sustain injury or damage;
 - c) claims made or “suits” brought; or
 - d) policy periods involved.

“Our” total liability under Commercial Liability Coverages for damages resulting from one loss will not exceed the “limits” shown on the declarations page. All “bodily injury” and “property damage” resulting from one “occurrence” or all “personal and advertising injury” resulting from one offense is considered the result of one loss.

However, the payment of a claim under Coverage M does not mean that “we” admit “we” are liable under other coverages.

Text and Font Comparison

Documents Compared

PM 1093B (0605).pdf

PM 1093B (06-08).pdf

Summary

734 word(s) added

331 word(s) deleted

517 word(s) matched

32 block(s) matched

To see where the changes are, please scroll down.

This endorsement changes the Commercial Liability Coverages provided by this Businessowners Policy

– Please Read This Carefully –

Home Health Care Services

~~Professional Consultation Liability~~

~~The Commercial Liability Coverages are amended as follows and are subject to the "terms" of this endorsement, the Common Policy Conditions, the Common Policy Definitions, and the "terms" applicable to Liability Coverages, except as provided below.~~

~~ADDITIONAL DEFINITIONS~~

~~The following definitions are added or revised:~~

~~"Home Health Care Professional" means those individuals whose professional duties are ancillary or supplemental to the duties of a physician, surgeon, dentist, and all others licensed by law to prescribe medications. This includes, but is not limited to: respiratory therapists, registered nurses, licensed practical nurse, physical therapists and other similar health care professionals.~~

~~"Home Health Care Services Provider" means those individuals who have received training in specialized areas of home health care services. This includes, but is not limited to: orthotic fitters, certified nursing assistants, personal care companions, oxygen technicians and similar home health care providers.~~

~~"Professional Consultation Services" means advising and instructing when such advice and instruction is recognized as part of the professional duty of the "home health care professional" or "home health care services provider" under the laws of the state. This includes health screening procedures.~~

~~"Medical Director" means a licensed physician or medical organization with whom you have a written contract.~~

~~Definition 11. "Insured" b. 4) a) (3) is deleted and replaced with the following:~~

- (3) arising out of his or her rendering or failure to render professional health care services. However, this exclusion does not apply in the rendering or failure to render "professional consultation services".

COMMERCIAL LIABILITY COVERAGES

COVERAGE L – BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY

2. ~~Exclusion (a)~~ is deleted and replaced with the following:

"We" do not pay for "bodily injury" or "property damage" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "bodily injury" or "property damage" that arises out of the rendering or the failure to render "Professional Consultation Services".

The following exclusion is added:

"We" do not pay for "bodily injury" or "property damage" arising out of:

- a. the willful violation of a regulation or statute relating to a "home health care professional" or "home health care services provider" by or with the knowledge or consent of an "insured";
- ~~b. the violation of a criminal or penal statute by or with the knowledge or consent of an "insured";~~

This endorsement changes the Commercial Liability Coverages provided by this Businessowners Policy

– Please Read This Carefully –

Home Health Care Consultation Services Liability

With respect to the coverage provided by this endorsement, the Commercial Liability Coverage is amended as follows. All other provisions of the policy apply.

ADDITIONAL DEFINITIONS

The following definition is amended, as follows:

Definition 11. "Insured" b. 4) a) (3) is deleted and replaced with the following:

- (3) arising out of his or her rendering or failure to render professional health care services. However, this limitation does not apply to the rendering or failure to render "home health care consultation services" by a "home health care professional" or "home health care services provider"

The following definitions are added:

"Home health care professional" means an individual whose professional duties are ancillary or supplemental to the duties of a physician, surgeon, dentist or other professional licensed by law to prescribe medications. "Home health care professional" includes a registered nurse, licensed practical nurse, respiratory therapist, physical therapist, orthotist or other similar health care professional. "Home health care professional" does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

"Home health care services provider" means an individual who has received training in specialized areas of home health care services. "Home health care services provider" includes an orthotic fitter, certified nursing assistant, oxygen technician or other similar health care provider. "Home health care services provider" does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

"Home health care consultation services" means advising and instructing "your" patient, or caregiver of "your" patient, by a "home health care professional" or "home health care services provider" when such advice

and instruction is the recognized duty of the "home health care professional" or "home health care services provider". "Home health care consultation services" includes health screening activities, but does not include laboratory procedures or any other procedures taken for the purpose of determining medical diagnosis or treatment.

"Medical Director" means a licensed physician or medical organization with whom "you" have a written contract.

COMMERCIAL LIABILITY COVERAGES

COVERAGE L – BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY

2. Exclusions a. is deleted and replaced with the following:

- a. "We" do not pay for "bodily injury" or "property damage" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the rendering or the failure to render "home health care consultation services" by a "home health care professional" or "home health care services provider".

The following exclusion is added:

"We" do not pay for "bodily injury" or "property damage" arising out of:

- a. the rendering or failure to render "home health care consultation services" by or with the knowledge or consent of an "insured" that involves:
- 1) a willful violation of a regulation or statute relating to a "home health care professional" or a "home health care services provider"; or
 - 2) a violation of a criminal or penal statute or a criminal act;
- b. the administering of any product, drug, cosmetic or device into or onto the body.

- ~~e. a "home health care professional" or "home health care services provider" when rendering professional services other than "professional consultation services".~~
- ~~d. the administering of any product, drug, cosmetic or device into the body, except for demonstration purposes as a part of "professional consultation services".~~
- e. the administering of any product, drug, cosmetic or device onto the body, except for demonstration purposes as a part of "professional consultation services".
- f. the rendering or failure to render professional services by a physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner or midwife. However, "your" "medical director" is covered for vicarious liability arising out of "your" acts or omissions to which this insurance applies.

COVERAGE P – PERSONAL AND ADVERTISING INJURY LIABILITY

2. ~~Exclusion (a)~~ is deleted and replaced with the following:

"We" do not pay for "personal and advertising injury" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "personal and advertising injury" that arises out of the rendering or the failure to render "professional consultation services".

The following exclusion is added:

"We" do not pay for "personal and advertising injury" arising out of:

- a. the willful violation of a regulation or statute relating to a "home health care professional" or "home health care services provider" by or with the knowledge or consent of an "insured";
- ~~b. the violation of a criminal or penal statute by or with the knowledge or consent of an "insured";~~
- e. a "home health care professional" or "home health care services provider" when rendering professional services other than "professional consultation services".
- ~~d. the administering of any product, drug, cosmetic or device into the body, except for demonstration purposes as a part of "professional consultation services".~~
- e. the administering of any product, drug, cosmetic or device onto the body, except for demonstration purposes as a part of "professional consultation services".
- f. the rendering or failure to render professional services by a physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner or midwife. However, "your" "medical director" is covered for vicarious liability arising out of "your" acts or omissions to which this insurance applies.

- except for demonstration purposes as a part of "home health care consultation services"; or
- c. the rendering or failure to render professional services by a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications. However, "your" "medical director" is covered for vicarious liability arising out of "your" acts or omissions to which this insurance applies.

COVERAGE O – FIRE LEGAL LIABILITY

2. Exclusions b. is deleted and replaced with the following:

- b. "We" do not pay for "property damage" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "property damage" arising out of the rendering or the failure to render "home health care consultation services" by a "home health care professional" or "home health care services provider".

The following exclusion is added:

"We" do not pay for "property damage" arising out of the rendering or failure to render "home health care consultation services" by or with the knowledge or consent of an "insured" that involves:

- a. a willful violation of a regulation or statute relating to a "home health care professional" or a "home health care services provider"; or
- b. a violation of a criminal or penal statute or a criminal act;

COVERAGE P – PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions a. is deleted and replaced with the following:

- a. "We" do not pay for "personal and advertising injury" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "personal and advertising injury" arising out of the rendering or the failure to render "home health care consultation services" by a "home health care professional" or "home health care services provider".

The following exclusion is added:

"We" do not pay for "personal and advertising injury" arising out of:

- a. the rendering or failure to render "home health care consultation services" by or with the knowledge or consent of an "insured" that involves:
- 1) a willful violation of a regulation or statute relating to a "home health care professional" or a "home health care services provider"; or
 - 2) a violation of a criminal or penal statute or a criminal act;
- b. the administering of any product, drug, cosmetic or device into or onto the body, except for demonstration purposes as a part of "home health care consultation services"; or
- c. the rendering or failure to render professional services by a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications. However, "your" "medical director" is covered for vicarious liability arising out of "your" acts or omissions to which this insurance applies.

HOW MUCH WE PAY

HOW MUCH WE PAY, 1. is deleted and replaced with the following:

1. The "limits" shown on the "declarations" and subject to the following conditions, are the most "we" pay regardless of the number of:
- a) "insureds" under the Commercial Liability Coverages;
 - b) persons or organizations who sustain injury or damage;
 - c) claims made or "suits" brought; or
 - d) policy periods involved.

"Our" total liability under Commercial Liability Coverages for damages resulting from one loss will not exceed the "limits" shown on the declarations page. All "bodily injury" and "property damage" resulting from one "occurrence" or all "personal and advertising injury" resulting from one offense is considered the result of one loss.

However, the payment of a claim under Coverage M does not mean that "we" admit "we" are liable under other coverages.

This endorsement changes the Commercial Liability Coverages provided by this Businessowners Policy

– Please Read This Carefully –

Home Health Care Services Liability

With respect to the coverage provided by this endorsement, the Commercial Liability Coverage is amended as follows. All other provisions of the policy apply.

ADDITIONAL DEFINITIONS

The following definition is amended, as follows:

Definition 11. "Insured" b. 4) a) (3) is deleted and replaced with the following:

- (3) arising out of his or her rendering or failure to render professional health care services. However, this limitation does not apply to the rendering or failure to render "home health care services" by a "home health care professional" or "home health care services provider".

The following definitions are added:

"Home health care professional" means an individual whose professional duties are ancillary or supplemental to the duties of a physician, surgeon, dentist or other professional licensed by law to prescribe medications. "Home health care professional" includes a registered nurse, licensed practical nurse, respiratory therapist, physical therapist, orthotist or other similar health care professional.

"Home health care professional" does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

"Home health care services provider" means an individual who has received training in specialized areas of home health care services. "Home health care services provider" includes an orthotic fitter, certified nursing assistant, oxygen technician, personal care companion, or other similar health care provider. "Home health care services provider" does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

"Home health care services" means:

- a. advising and instructing "your" patient, or caregiver of "your" patient, by a "home health care professional" or "home health care services provider" when such advice and instruction is the recognized duty of the "home health care professional" or "home health care services provider";
- b. administering of drugs by a "home health care professional" or "home health care services provider" whose professional duties include this activity as recognized by the licensing laws and regulations of the state in which the "home health care professional" or "home health care services provider" is practicing;
- c. nursing, social or therapeutic treatment, or assistance with the essential activities of daily living; or
- d. other duties of a professional nature recognized as part of the duties of a "home health care professional" or "home health care services provider" by the licensing laws and regulations of the state in which the "home health care professional" or "home health care services provider" is practicing and licensed.

"Medical Director" means a licensed physician or medical organization with whom "you" have a written contract.

COMMERCIAL LIABILITY COVERAGES

COVERAGE L – BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY

2. Exclusions a. is deleted and replaced with the following:

- a. "We" do not pay for "bodily injury" or "property damage" arising out of the rendering or the failure to render a professional service.

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the rendering or the failure to render "home health care services" by a "home health care professional" or "home health care services provider".

The following exclusion is added:

"We" do not pay for "bodily injury" or "property damage" arising out of:

- a. the rendering or failure to render "home health care services" by or with the knowledge or consent of an "insured" that involves:
 - 1) a willful violation of a regulation or statute relating to a "home health care professional" or a "home health care services provider"; or
 - 2) a violation of a criminal or penal statute or a criminal act;
- b. the rendering or failure to render professional services by a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications. However, "your" "medical director" is covered for vicarious liability arising out of "your" acts or omissions to which this insurance applies;
- c. laboratory procedures; or
- d. liability as an owner or operator of any institution which provides overnight bed and board, including, but not limited to hospitals, retirement facilities, or clinics. Paragraph d. does not apply to a sleep lab facility.

COVERAGE O – FIRE LEGAL LIABILITY

2. Exclusions b. is deleted and replaced with the following:

- b. "We" do not pay for "property damage" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "property damage" arising out of the rendering or the failure to render "home health care services" by a "home health care professional" or "home health care services provider".

The following exclusion is added:

"We" do not pay for "property damage" arising out of the rendering or failure to render "home health care services" by or with the knowledge or consent of an "insured" that involves:

- a. a willful violation of a regulation or statute relating to a "home health care professional" or a "home health care services provider"; or
- b. a violation of a criminal or penal statute or a criminal act;

COVERAGE P – PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions a. is deleted and replaced with the following:

- a. "We" do not pay for "personal and advertising injury" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "personal and advertising injury" arising out of the rendering or the failure to render "home health care services" by a "home health care professional" or "home health care services provider".

The following exclusion is added:

"We" do not pay for "personal and advertising injury" arising out of:

- a. the rendering or failure to render "home health care services" by or with the knowledge or consent of an "insured" that involves:
 - 1) a willful violation of a regulation or statute relating to a "home health care professional" or a "home health care services provider"; or
 - 2) a violation of a criminal or penal statute or a criminal act;
- b. the rendering or failure to render professional services by a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications. However, "your" "medical director" is covered for vicarious liability arising out of "your" acts or omissions to which this insurance applies;

- c. laboratory procedures; or
- d. liability as an owner or operator of any institution which provides overnight bed and board, including, but not limited to hospitals, retirement facilities, or clinics. Paragraph d. does not apply to a sleep lab facility.

- b) persons or organizations who sustain injury or damage;
- c) claims made or "suits" brought; or
- d) policy periods involved.

"Our" total liability under Commercial Liability Coverages for damages resulting from one loss will not exceed the "limits" shown on the declarations page. All "bodily injury" and "property damage" resulting from one "occurrence" or all "personal and advertising injury" resulting from one offense is considered the result of one loss.

However, the payment of a claim under Coverage M does not mean that "we" admit "we" are liable under other coverages.

HOW MUCH WE PAY

HOW MUCH WE PAY, 1. is deleted and replaced with the following:

1. The "limits" shown on the "declarations" and subject to the following conditions, are the most "we" pay regardless of the number of:
 - a) "insureds" under the Commercial Liability Coverages;

Text and Font Comparison

Documents Compared

PM 1098B (0605).pdf

PM 1098B (06-08).pdf

Summary

883 word(s) added

336 word(s) deleted

489 word(s) matched

1 word(s) differ in font

To see where the changes are, please scroll down.

This endorsement changes the Commercial Liability Coverages provided by this Businessowners Policy

– Please Read This Carefully –

Home Health Care Services ~~Professional Liability~~

~~The Commercial Liability Coverages are amended as follows and are subject to the "terms" of this endorsement, the Common Policy Conditions, the Common Policy Definitions, and the "terms" applicable to Liability Coverages, except as provided below.~~

~~ADDITIONAL DEFINITIONS~~

~~The following definitions are added or revised:~~

~~"Home Health Care Professional" means those individuals whose professional duties are ancillary or supplemental to the duties of a physician, surgeon, dentist, and all others licensed by law to prescribe medications. This includes, but is not limited to: respiratory therapists, registered nurses, licensed practical nurse, physical therapists and other similar health care professionals.~~

~~"Home Health Care Services Provider" means those individuals who have received training in specialized areas of home health care services. This includes, but is not limited to: orthotic fitters, certified nursing assistants, personal care companions, oxygen technicians and similar home health care providers.~~

~~"Home Health Care Services" means:~~

- ~~a. advising and instructing when such advice and instruction is recognized as part of the professional duty of the "home health care professional" or "home health care services provider";~~
- ~~b. drug administration by an individual whose professional duties include this activity as recognized by the licensing laws and regulations of the state in which that individual is practicing;~~
- ~~c. nursing, social or therapeutic treatment and/or assistance with the essential activities of daily living.~~

- d. other duties of a professional nature recognized by the licensing laws and regulations of the state in which ~~that individual~~ is practicing and licensed.

~~"Medical Director" means a licensed physician or medical organization with whom you have a written contract.~~

~~Definition 11. "Insured" b. 4) a) (3) is deleted and replaced with the following:~~

- ~~(3) arising out of his or her rendering or failure to render professional health care services. However, this exclusion does not apply in the rendering or failure to render "Home Health Care Services".~~

COMMERCIAL LIABILITY COVERAGES

COVERAGE L – BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY

2. ~~Exclusion (a)~~ is deleted and replaced with the following:

"We" do not pay for "bodily injury" or "property damage" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "bodily injury" or "property damage" ~~that arises~~ out of the rendering or the failure to render "~~Home Health Care Services~~".

This endorsement changes the Commercial Liability Coverages provided by this Businessowners Policy

– Please Read This Carefully –

Home Health Care Services Liability

With respect to the coverage provided by this endorsement, the Commercial Liability Coverage is amended as follows. All other provisions of the policy apply.

ADDITIONAL DEFINITIONS

The following definition is amended, as follows:

Definition 11 “Insured” b. 4) a) (3) is deleted and replaced with the following:

(3) arising out of his or her rendering or failure to render professional health care services. However, this limitation does not apply to the rendering or failure to render “home health care services” by a “home health care professional” or “home health care services provider”.

The following definitions are added:

“Home health care professional” means an individual whose professional duties are ancillary or supplemental to the duties of a physician, surgeon, dentist or other professional licensed by law to prescribe medications. “Home health care professional” includes a registered nurse, licensed practical nurse, respiratory therapist, physical therapist, orthotist or other similar health care professional. “Home health care professional” does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

“Home health care services provider” means an individual who has received training in specialized areas of home health care services. “Home health care services provider” includes an orthotic fitter, certified nursing assistant, oxygen technician, personal care companion, or other similar health care provider. “Home health care services provider” does not include a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications.

“Home health care services” means:

- a. advising and instructing “your” patient, or caregiver of “your” patient, by a “home health care professional” or “home health care services provider” when such advice and instruction is the recognized duty of the “home health care professional” or “home health care services provider”;
- b. administering of drugs by a “home health care professional” or “home health care services provider” whose professional duties include this activity as recognized by the licensing laws and regulations of the state in which the “home health care professional” or “home health care services provider” is practicing;
- c. nursing, social or therapeutic treatment, or assistance with the essential activities of daily living; or
- d. other duties of a professional nature recognized as part of the duties of a “home health care professional” or “home health care services provider” by the licensing laws and regulations of the state in which the “home health care professional” or “home health care services provider” is practicing and licensed.

“Medical Director” means a licensed physician or medical organization with whom “you” have a written contract.

COMMERCIAL LIABILITY COVERAGES

COVERAGE L – BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY

2. Exclusions a. is deleted and replaced with the following:

- a. “We” do not pay for “bodily injury” or “property damage” arising out of the rendering or the failure to render a professional service.

The following exclusion is added:

"We" do not pay for "bodily injury" or "property damage" arising out of:

- a. ~~the~~ willful violation of a regulation or statute relating to a "home health care professional" or "home health care services provider" by or with the knowledge or consent of an "insured";
- b. ~~the violation of a criminal or penal statute by or with the knowledge or consent of an "insured";~~
- c. ~~the~~ rendering or failure to render professional services by a physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner or midwife. However, "your" "medical director" is covered for vicarious liability arising out of "your" acts or omissions to which this insurance applies;
- d. liability as an owner or operator of any institution which provides overnight bed and board, including, but not limited to: ~~hospitals, retirement facilities or clinics, or~~
- e. ~~laboratory procedures.~~

COVERAGE P – PERSONAL AND ADVERTISING INJURY LIABILITY

2. ~~Exclusion (a)~~ is deleted and replaced with the following:

"We" do not pay for "personal and advertising injury" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "personal and advertising injury" that arises out of the rendering or the failure to render "Home Health Care Services".

The following exclusion is added:

"We" do not pay for "bodily injury" or "property damage" arising out of:

- a. ~~the~~ willful violation of a regulation or statute relating to a "home health care professional" or "home health care services provider" by or with the knowledge or consent of an "insured";
- b. ~~the violation of a criminal or penal statute by or with the knowledge or consent of an "insured";~~
- c. ~~the~~ rendering or failure to render professional services by a physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner or midwife. However, "your" "medical director" is covered for vicarious liability arising out of "your" acts or omissions to which this insurance applies;
- d. liability as an owner or operator of any institution which provides overnight bed and board, including, but not limited to: ~~hospitals, retirement facilities or clinics, or~~
- e. ~~laboratory procedures.~~

However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the rendering or the failure to render "home health care services" by a "home health care professional" or "home health care services provider".

The following exclusion is added:

"We" do not pay for "bodily injury" or "property damage" arising out of:

- a. the rendering or failure to render "home health care services" by or with the knowledge or consent of an "insured" that involves:
 - 1) a willful violation of a regulation or statute relating to a "home health care professional" or a "home health care services provider"; or
 - 2) a violation of a criminal or penal statute or a criminal act;
- b. the rendering or failure to render professional services by a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications. However, "your" "medical director" is covered for vicarious liability arising out of "your" acts or omissions to which this insurance applies;
- c. laboratory procedures; or
- d. liability as an owner or operator of any institution which provides overnight bed and board, including, but not limited to hospitals, retirement facilities, or clinics. Paragraph d. does not apply to a sleep lab facility.

COVERAGE O – FIRE LEGAL LIABILITY

2. Exclusions b. is deleted and replaced with the following:

- b. "We" do not pay for "property damage" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "property damage" arising out of the rendering or the failure to render "home health care services" by a "home health care professional" or "home health care services provider".

The following exclusion is added:

"We" do not pay for "property damage" arising out of the rendering or failure to render "home health care services" by or with the knowledge or consent of an "insured" that involves:

- a. a willful violation of a regulation or statute relating to a "home health care professional" or a "home health care services provider"; or
- b. a violation of a criminal or penal statute or a criminal act;

COVERAGE P – PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions a. is deleted and replaced with the following:

- a. "We" do not pay for "personal and advertising injury" arising out of the rendering or the failure to render a professional service. However, this exclusion does not apply to "personal and advertising injury" arising out of the rendering or the failure to render "home health care services" by a "home health care professional" or "home health care services provider".

The following exclusion is added:

"We" do not pay for "personal and advertising injury" arising out of:

- a. the rendering or failure to render "home health care services" by or with the knowledge or consent of an "insured" that involves:
 - 1) a willful violation of a regulation or statute relating to a "home health care professional" or a "home health care services provider"; or
 - 2) a violation of a criminal or penal statute or a criminal act;
- b. the rendering or failure to render professional services by a pharmacist, physician, surgeon, physician assistant, dentist, nurse anesthetist, nurse practitioner, midwife, or any health care professional licensed by law to prescribe medications. However, "your" "medical director" is covered for vicarious liability arising out of "your" acts or omissions to which this insurance applies;

- c) laboratory procedures; or
- d. liability as an owner or operator of any institution which provides overnight bed and board, including, but not limited to hospitals, retirement facilities, or clinics. Paragraph d does not apply to a sleep lab facility.

HOW MUCH WE PAY

HOW MUCH WE PAY 1. is deleted and replaced with the following:

1. The "limits" shown on the "declarations" and subject to the following conditions, are the most "we" pay regardless of the number of:
 - a) "insureds" under the Commercial Liability Coverages;

b) persons or organizations who sustain injury or damage;

c) claims made or "suits" brought; or

d) policy periods involved.

"Our" total liability under Commercial Liability Coverages for damages resulting from one loss will not exceed the "limits" shown on the declarations page. All "bodily injury" and "property damage" resulting from one "occurrence" or all "personal and advertising injury" resulting from one offense is considered the result of one loss.

However, the payment of a claim under Coverage M does not mean that "we" admit "we" are liable under other coverages.

This endorsement changes the Property Coverages provided by this Businessowners Policy.

- Please Read This Carefully -

EXPANDED PROPERTY COVERAGES

SCHEDULE OF EXPANDED PROPERTY COVERAGES AND LIMITS

Coverage	Limits
Coverage B – Business Personal Property	Enhancement
Glass	Enhancement
Business Personal Property – Off Premises	Enhancement
Spoilage of Perishable Stock	\$ 5,000
Coverage C - Off Premises Utility Failure	\$ 10,000
Coverage C - Loss To Another Property	\$ 5,000
Employee Dishonesty	\$ 5,000
Money & Securities	Enhancement

With respect to the coverage provided by this endorsement, the Property Coverages are amended as follows. All other provisions of the policy apply.

PROPERTY COVERED

COVERAGE B -- BUSINESS PERSONAL PROPERTY is amended to include the following:

- Business personal property, if "you" are a tenant, also includes real property "you" do not own:
- 1) which "you" are required to insure because of a lease; and
- 2) the property is a part of the premises "you" rent, which, in the absence of lease provisions, would be the responsibility of "your" landlord.

However, real property is not included under Coverage B -- Business Personal Property if a "limit" is shown on the "declarations" for Coverage A – Buildings.

The coverage provided in 1) and 2) above, does not apply if the lease makes "you" responsible for insuring the entire building.

ADDITIONAL COVERAGES

ADDITIONAL COVERAGES – 7. Glass, is amended to include the following:

Glass also includes the cost of repairing or replacing lettering or other designs, alarm tape, or reflective foil or spray tint, if damaged by the loss.

EXTENSIONS OF COVERAGE

Extension of Coverage B – Business Personal Property – 3. Business Personal Property – Off Premises is amended to include the following:

"We" pay for loss or damage to pharmacy IV equipment, unit-dose equipment, home medical equipment, or business computer equipment while at locations away from the insured premises, whether temporarily or not.

The following **Extension of Coverage B – Business Personal Property** is added, as follows:

Spoilage of Perishable Stock:

“We” cover “your” “perishable stock” located in refrigeration units on “your” premises for spoilage caused by a change in temperature. If interruption of electrical service is known, all reasonable means must be used to protect the “perishable stock” from further damage.

“Perishable Stock” means business personal property that is preserved and maintained under conditions that control temperature or humidity and that is susceptible to loss if the controlled conditions change.

Coverage Limit –The most “we” pay under this coverage in any one occurrence is \$5,000. This coverage is subject to the Business Personal Property deductible shown on the “declarations”.

COVERAGE C – LOSS OF INCOME

Coverage C - Loss of Income is amended to include the following Additional Loss of Income Coverages:

Off Premises Utility Failure:

“We” pay “your” loss of Earnings and Extra Expense due to the interruption of power or other utility services resulting from a covered cause of loss, if the interruption takes place away from the described premises. Interruption includes reduced or increased voltage, low or high pressure, or other interruptions of normal services.

Coverage Limit –The most “we” pay under this coverage in any one occurrence is \$10,000, regardless of the number of premises insured.

Loss To Another Property:

We pay “your” loss of Earnings and Extra Expenses resulting from reduced business activity due to direct physical loss to another property located within 300 feet of your premises. The direct physical loss must be caused by a peril not otherwise excluded under this policy.

Coverage Limit – The most “we” pay under this coverage for any one loss is \$5,000.

OPTIONAL PROPERTY COVERAGES

Optional Property Coverages – 1. Employee Dishonesty and 2. Money and Securities, are amended to include the following:

Employee Dishonesty:

The Coverage Limit is deleted and replaced with the following:

Coverage Limit -- The most “we” pay in any one occurrence for Employee Dishonesty is \$5,000, unless a higher “limit” for this coverage is shown on the “declarations”. This “limit” applies even though the occurrence may extend over a number of policy periods.

Money and Securities:

Item g. Increased Limits is added:

g. Increased Limits -- If “you” purchase Money and Securities coverage of at least \$10,000 Inside Premises “limit” and \$10,000 Outside Premises “limit”, “we” will increase the Inside Premises “limit” by \$15,000 and the Outside Premises “limit” by \$5,000. The “declarations” will show the total “limits” that apply.

The increased limits are subject to the provisions of Optional Property Coverages – 2. Money and Securities.

Text and Font Comparison

Documents Compared

PM 1015B (0605).pdf

PM 1015B (0108).pdf

Summary

534 word(s) added

533 word(s) deleted

280 word(s) matched

3 word(s) differ in font

To see where the changes are, please scroll down.

This endorsement changes the Property Coverages provided by this Businessowners Policy.

- Please Read This Carefully -

EXPANDED PROPERTY COVERAGES

SCHEDULE OF EXPANDED PROPERTY COVERAGES AND LIMITS

Coverage	Limits
Employee Dishonesty	\$ 5,000
Money & Securities Coverage	Enhancement
Glass Coverage	Enhancement
Business Personal Property – Off Premises	Enhancement
Spoilage of Perishable Stock	\$ 5,000
Lease Requirement Property Coverage	\$ 5,000
Off Premises Utility Failure	\$ 10,000
Additional Loss of Income Coverage	\$ 5,000

~~AGREEMENT~~

~~"We" provide the following expanded Property Coverages described in this endorsement. These coverages are subject to the "terms" of this endorsement, the Common Policy Conditions, the Common Policy Definitions, and the "terms" applicable to Property Coverages, except as provided below.~~

~~Employee Dishonesty:~~

~~Employee Dishonesty, as described under Optional Property Coverages, is added, subject to the following:~~

~~**Coverage Limit** Unless a higher "limit" for this coverage is shown on the "declarations", the most "we" pay in any one occurrence for Employee Dishonesty is \$5,000.~~

~~This Coverage is subject to the provisions of Optional Property Coverages – 1. Employee Dishonesty.~~

~~Money and Securities:~~

~~Money and Securities, as described under Optional Property Coverages, is amended, as follows:~~

~~If "you" purchase "Money" and "Securities" coverage and select a "limit" of insurance of at least \$10,000 inside premises and \$10,000 outside premises, "we" will increase the inside premises "limit" by \$15,000 and the outside premises "limit"~~

~~by \$5,000. The policy declarations will show the total limits that apply.~~

~~The increased limits are subject to the provisions of **OPTIONAL PROPERTY COVERAGES – 2. Money and Securities.**~~

~~Glass Coverage:~~

~~**ADDITIONAL COVERAGES – 7. Glass,** is amended to include the following:~~

- ~~• the cost of repairing or replacing lettering or other designs, alarm tape, or reflective foil or spray tint, if damaged by the loss.~~

~~Business Personal Property – Off Premises:~~

~~**EXTENSIONS OF COVERAGE – 3. Business Personal Property – Off Premises,** coverage is extended for pharmacy IV equipment, unit-dose equipment, home medical equipment, or business computer equipment while located, whether temporarily or not, at locations away from the insured premises.~~

This endorsement changes the Property Coverages provided by this Businessowners Policy.

- Please Read This Carefully -

EXPANDED PROPERTY COVERAGES

SCHEDULE OF EXPANDED PROPERTY COVERAGES AND LIMITS

Coverage	Limits
<u>Coverage B – Business Personal Property</u>	Enhancement
<u>Glass</u>	Enhancement
<u>Business Personal Property – Off Premises</u>	Enhancement
<u>Spoilage of Perishable Stock</u>	\$ 5,000
<u>Coverage C - Off Premises Utility Failure</u>	\$ 10,000
<u>Coverage C - Loss To Another Property</u>	\$ 5,000
<u>Employee Dishonesty</u>	\$ 5,000
<u>Money & Securities</u>	Enhancement

With respect to the coverage provided by this endorsement, the Property Coverages are amended as follows. All other provisions of the policy apply.

PROPERTY COVERED

COVERAGE B -- BUSINESS PERSONAL PROPERTY is amended to include the following:

Business personal property, if "you" are a tenant, also includes real property "you" do not own:

- 1) which "you" are required to insure because of a lease; and
- 2) the property is a part of the premises "you" rent, which, in the absence of lease provisions, would be the responsibility of "your" landlord.

However, real property is not included under Coverage B -- Business Personal Property if a "limit" is shown on the "declarations" for Coverage A – Buildings.

The coverage provided in 1) and 2) above, does not apply if the lease makes "you" responsible for insuring the entire building.

ADDITIONAL COVERAGES

ADDITIONAL COVERAGES – 7. Glass, is amended to include the following:

Glass also includes the cost of repairing or replacing lettering or other designs, alarm tape, or reflective foil or spray tint, if damaged by the loss.

EXTENSIONS OF COVERAGE

Extension of Coverage B – Business Personal Property – 3. Business Personal Property – Off Premises is amended to include the following:

"We" pay for loss or damage to pharmacy IV equipment, unit-dose equipment, home medical equipment, or business computer equipment while at locations away from the insured premises, whether temporarily or not.

Spoilage of "Perishable Stock":

"Perishable Stock" means business personal property that is preserved and maintained under conditions that control temperature or humidity and that is susceptible to loss if the controlled conditions change.

"We" cover "your" "perishable stock" located in refrigeration units on "your" premises for spoilage caused by a change in temperature resulting from the disconnection of the system, equipment, or apparatus that controls refrigeration, cooling, or humidity from the source of power, or the deactivation of electrical power caused by turning off a switch or other device used to control the electrical current or power.

If interruption of electrical service is known, all reasonable means must be used to protect the "perishable stock" from further damage.

Coverage Limit – The most "we" pay in any one occurrence for Spoilage of "Perishable Stock" is \$5,000. This coverage is subject to the Business Personal Property deductible shown on the "declarations".

Lease Requirement Property Coverage:

"We" cover loss imposed on "you," in writing, by "your" landlord for damage to or destruction of real property that is a part of the premises "you" lease or rent, which in the absence of lease provisions would be the responsibility of "your" landlord.

Coverage Limit – The most "we" pay in any one occurrence for Lease Requirement Property

Coverage is \$5,000. This coverage is subject to the property deductible shown on the "declarations".

Off-Premises Utility Failure:

Coverage C – Loss of Income is extended for loss caused by interruption of power or other utility services resulting from a covered cause of loss, if the interruption takes place away from the described premises. Interruption includes reduced or increased voltage, low or high pressure, or other interruptions of normal services.

Coverage Limit – Unless a higher limit for this coverage is provided elsewhere in the policy, the most "we" pay in any one occurrence is \$10,000.

Loss of Income Coverage:

Coverage C – Loss of Income is amended to include the following Additional Loss of Income Coverage:

Additional Loss of Income – We pay your loss of Earnings and Extra Expenses due to direct physical loss or damage to real or personal property resulting from reduced business activity due to a loss by a peril not otherwise excluded under this policy to another property located within 300 feet of "your" premises.

Coverage Limit – The most "we" pay under this coverage for Additional Loss of Income for any one loss is \$5,000.

The following **Extension of Coverage B – Business Personal Property** is added, as follows:

Spoilage of Perishable Stock:

“We” cover “your” “perishable stock” located in refrigeration units on “your” premises for spoilage caused by a change in temperature. If interruption of electrical service is known, all reasonable means must be used to protect the “perishable stock” from further damage.

“Perishable Stock” means business personal property that is preserved and maintained under conditions that control temperature or humidity and that is susceptible to loss if the controlled conditions change.

Coverage Limit – The most “we” pay under this coverage in any one occurrence is \$5,000. This coverage is subject to the Business Personal Property deductible shown on the “declarations”.

COVERAGE C – LOSS OF INCOME

Coverage C - Loss of Income is amended to include the following Additional Loss of Income Coverages:

Off Premises Utility Failure:

“We” pay “your” loss of Earnings and Extra Expense due to the interruption of power or other utility services resulting from a covered cause of loss, if the interruption takes place away from the described premises. Interruption includes reduced or increased voltage, low or high pressure, or other interruptions of normal services.

Coverage Limit – The most “we” pay under this coverage in any one occurrence is \$10,000, regardless of the number of premises insured.

Loss To Another Property:

We pay “your” loss of Earnings and Extra Expenses resulting from reduced business activity due to direct physical loss to another property located within 300 feet of your premises. The direct physical loss must be caused by a peril not otherwise excluded under this policy.

Coverage Limit – The most “we” pay under this coverage for any one loss is \$5,000.

OPTIONAL PROPERTY COVERAGES

Optional Property Coverages – 1. Employee Dishonesty and 2. Money and Securities, are amended to include the following:

Employee Dishonesty:

The Coverage Limit is deleted and replaced with the following:

Coverage Limit -- The most “we” pay in any one occurrence for Employee Dishonesty is \$5,000, unless a higher “limit” for this coverage is shown on the “declarations”. This “limit” applies even though the occurrence may extend over a number of policy periods.

Money and Securities:

Item g. Increased Limits is added:

g. Increased Limits -- If “you” purchase Money and Securities coverage of at least \$10,000 Inside Premises “limit” and \$10,000 Outside Premises “limit”, “we” will increase the Inside Premises “limit” by \$15,000 and the Outside Premises “limit” by \$5,000. The “declarations” will show the total “limits” that apply.

The increased limits are subject to the provisions of Optional Property Coverages – 2. Money and Securities.

SERFF Tracking Number: PHAR-125461613 State: Arkansas
Filing Company: Pharmacists Mutual Insurance Company State Tracking Number: EFT \$200
Company Tracking Number: AR-BOP-06-08-F
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Filing Revised BOP endorsements
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PHAR-125461613 State: Arkansas
Filing Company: Pharmacists Mutual Insurance Company State Tracking Number: EFT \$200
Company Tracking Number: AR-BOP-06-08-F
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Filing Revised BOP endorsements
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 02/20/2008

Comments:

Attachment:

industry_rates_PCtransDoc_intelligent[1][1] 06.08.pdf

Satisfied -Name: Form Filing Memorandum **Review Status:** Approved 02/20/2008

Comments:

Attachment:

FORM FILING MEMORANDUM.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only 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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3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
-----------------------------------	--

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail

7. Signature of authorized filer	
8. Please print name of authorized filer	

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
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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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22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #:
Amount:

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.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
-----------	---	--

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			<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.)

1.	This filing transmittal is part of Company Tracking #	
-----------	--	--

2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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Rate Increase
 Rate Decrease
 Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
-----------	--	--

4a.	Rate Change by Company (As Proposed)						
------------	---	--	--	--	--	--	--

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)

4b.	Rate Change by Company (As Accepted) For State Use Only						
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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

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

6.	Overall percentage of last rate revision	
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7.	Effective Date of last rate revision	
-----------	---	--

8.	Filing Method of Last filing (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	

FORM FILING MEMORANDUM

BUSINESSOWNERS PROGRAM

June 1, 2008

Pharmacists Mutual Insurance Company (PhMIC) is a member and subscriber of AAIS for its Businessowners program in this state. The purpose of this filing is to file for your review and approval changes to some of our independent Businessowners endorsements.

Four of our independent endorsements have been revised. Revisions have been made for the following two reasons: 1. To reformat our endorsements so as to better match the underlying policies; and 2. To clarify coverage language. Please refer to the Form Schedule for a complete list of the endorsements we are revising.

We are submitting a related revision to our rules as well in a separate filing.

Pharmacists Mutual is requesting that this filing be effective for all policies on or after June 1, 2008.