

SERFF Tracking Number: TWRG-125487205 State: Arkansas  
Filing Company: Tower Insurance Company of New York State Tracking Number: EFT \$50  
Company Tracking Number: 08-AR-3-GL-040  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: Independent GL Rule and Form Filing  
Project Name/Number: Independent GL Rule and Form Filing/08-AR-3-GL-040

## Filing at a Glance

Company: Tower Insurance Company of New York

Product Name: Independent GL Rule and Form SERFF Tr Num: TWRG-125487205 State: Arkansas

Filing

TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: 08-AR-3-GL-040

State Status: Fees verified and received

Filing Type: Form

Co Status: Pending

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

Author: Faye Storch

Disposition Date: 02/20/2008

Date Submitted: 02/14/2008

Disposition Status: Approved

Effective Date Requested (New): 03/20/2008

Effective Date (New):

Effective Date Requested (Renewal): 03/20/2008

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Independent GL Rule and Form Filing

Status of Filing in Domicile: Authorized

Project Number: 08-AR-3-GL-040

Domicile Status Comments:

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 02/20/2008

State Status Changed: 02/20/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Tower Insurance Company of New York submits for your review and approval, twenty-four (24) endorsements to be used in conjunction with ISO's Commercial General Liability Coverage Form(s), currently on file with your Department. Please refer to the attached Forms Memorandum for information about each form.

The rules associated with this filing were filed under separate cover.



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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	02/20/2008	02/20/2008

*SERFF Tracking Number:*      *TWRG-125487205*                      *State:*                      *Arkansas*  
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*Project Name/Number:*              *Independent GL Rule and Form Filing/08-AR-3-GL-040*

## **Disposition**

Disposition Date: 02/20/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Contingent upon use of AR Amendatory Endorsment for non-binding and voluntary Appraisal/Arbitration.

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	Accepted for Informational Purposes	Yes
Supporting Document	Cover Letter	Accepted for Informational Purposes	Yes
Supporting Document	Forms Memorandum	Accepted for Informational Purposes	Yes
Form	Additional Insured - Manager or Lessors of Premises	Accepted for Informational Purposes	Yes
Form	Additional Insured - Owners, Lessees or Contractors - Schedule Person or Organization	Accepted for Informational Purposes	Yes
Form	Amendatory Endorsement - Supplemental	Accepted for Informational Purposes	Yes
Form	Asbestos Exclusion	Accepted for Informational Purposes	Yes
Form	Assault and Battery Exclusion	Accepted for Informational Purposes	Yes
Form	Barbers and Beauticians Professional Liability	Accepted for Informational Purposes	Yes
Form	Classification Limitation Endorsement	Accepted for Informational Purposes	Yes
Form	Construction Exclusion	Accepted for Informational Purposes	Yes
Form	Cross Suits Exclusion	Accepted for Informational Purposes	Yes
Form	Discrimination Exclusion	Accepted for Informational Purposes	Yes
Form	Employee Benefits Liability Coverage	Accepted for Informational Purposes	Yes
Form	Employment Discrimination and Related Practices Exclusion	Accepted for Informational Purposes	Yes
Form	Exclusion - Designated Work	Accepted for Informational Purposes	Yes
Form	Exclusion - Work or Operations Within the State of New York	Accepted for Informational Purposes	Yes

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<b>Form</b>	Firearms Exclusion	Accepted for	Yes
		Informational Purposes	
<b>Form</b>	Funeral Directors Professional Liability	Accepted for	Yes
		Informational Purposes	
<b>Form</b>	Garagekeepers Legal Liability	Accepted for	Yes
		Informational Purposes	
<b>Form</b>	General Liability Extension Endorsement	Accepted for	Yes
		Informational Purposes	
<b>Form</b>	Hired and Non-Owned Auto Coverage	Accepted for	Yes
		Informational Purposes	
<b>Form</b>	Hired Auto Physical Damage	Accepted for	Yes
		Informational Purposes	
<b>Form</b>	Independent Contractors Exclusion	Accepted for	Yes
		Informational Purposes	
<b>Form</b>	Lead Based Paint Exclusion	Accepted for	Yes
		Informational Purposes	
<b>Form</b>	Non-Accumulation of Limits	Accepted for	Yes
		Informational Purposes	
<b>Form</b>	Printers Errors and Omissions Liability Coverage	Accepted for	Yes
		Informational Purposes	

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Accepted for Information al Purposes	Additional Insured - Manager or Lessors of Premises	CG9 20 02	0906	Endorsement/Amendment/Conditions New		0.00	CG9 20 02 09 06 - Add'l Insured - Mgrs Or Lessors of Premises.pdf
Accepted for Information al Purposes	Additional Insured - Owners, Lessees or Contractors - Schedule Person or Organization	CG9 20 01	0806	Endorsement/Amendment/Conditions New		0.00	CG9 20 01 08 06 - Add'l Ins - Owners, Lessees Or Contractors.pdf
Accepted for Information al Purposes	Amendatory Endorsement - Supplemental	CG9 24 01	0906	Endorsement/Amendment/Conditions New		0.00	CG9 24 01 09 06 - Amendatory End - Supplemental.pdf
Accepted for Information al Purposes	Asbestos Exclusion	CG9 21 01	0506	Endorsement/Amendment/Conditions New		0.00	CG9 21 01 05 06 - Asbestos.pdf
Accepted for Information al Purposes	Assault and Battery Exclusion	CG9 21 05	0506	Endorsement/Amendment/Conditions New		0.00	CG9 21 05 05 06 - Assault-Batt.pdf
Accepted for Information al Purposes	Barbers and Beauticians Professional Liability	CG9 04 12	0906	Endorsement/Amendment/Conditions New		0.00	CG9 04 12 09 06 - Barbers & Beauticians Prof Liab.pdf
Accepted	Classification	CG9 21 0806	0806	Endorsement New		0.00	CG9 21 09

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<i>Project Name/Number:</i>	<i>Independent GL Rule and Form Filing/08-AR-3-GL-040</i>					
for	Limitation	09	nt/Amendm	08 06 -		
Information	Endorsement		ent/Condi	Classificatio		
al Purposes			ons	n Limitation		
				End.pdf		
Accepted	Construction	CG9 21	0506	Endorseme New	0.00	CG9 21 07
for	Exclusion	07		nt/Amendm		05 06 -
Information				ent/Condi		Construction
al Purposes				ons		Excl.pdf
Accepted	Cross Suits	CG9 21	0906	Endorseme New	0.00	CG9 21 11
for	Exclusion	11		nt/Amendm		09 06 -
Information				ent/Condi		Cross Suits
al Purposes				ons		Exclusion.pd
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Accepted	Discrimination	CG9 21	0506	Endorseme New	0.00	CG9 21 03
for	Exclusion	03		nt/Amendm		05 06 -
Information				ent/Condi		Discriminatio
al Purposes				ons		n.pdf
Accepted	Employee	CG9 04	0506	Endorseme New	0.00	CG9 04 01
for	Benefits Liability	01		nt/Amendm		05 06 -
Information	Coverage			ent/Condi		Employee
al Purposes				ons		Benefits.pdf
Accepted	Employment	CG9 21	0506	Endorseme New	0.00	CG9 21 02
for	Discrimination	02		nt/Amendm		05 06 -
Information	and Related			ent/Condi		Employ
al Purposes	Practices			ons		Discrim &
	Exclusion					Employ
						Related.pdf
Accepted	Exclusion -	CG9 21	0806	Endorseme New	0.00	CG9 21 10
for	Designated Work	10		nt/Amendm		08 06 -
Information				ent/Condi		Exclusion -
al Purposes				ons		Designated
						Work.pdf
Accepted	Exclusion - Work	CG9 21	0906	Endorseme New	0.00	CG9 21 12
for	or Operations	12		nt/Amendm		09 06 -
Information	Within the State			ent/Condi		Exclusion -
al Purposes	of New York			ons		Work Within
						NY.pdf
Accepted	Firearms	CG9 21	0506	Endorseme New	0.00	CG9 21 04

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for Exclusion	04	nt/Amendm	05 06 -
Information		ent/Condi	Firearms.pdf
al Purposes		ons	
Accepted Funeral Directors	CG9 04 0906	Endorseme New	0.00 CG9 04 13
for Professional	13	nt/Amendm	09 06 -
Information Liability		ent/Condi	Funeral
al Purposes		ons	Directors
			Prof Liab.pdf
Accepted Garagekeepers	CG9 04 0506	Endorseme New	0.00 CG9 04 03
for Legal Liability	03	nt/Amendm	05 06 -
Information		ent/Condi	Garagekeep
al Purposes		ons	ers.pdf
Accepted General Liability	CG9 04 0906	Endorseme New	0.00 CG9 04 11
for Extension	11	nt/Amendm	09 06 - GL
Information Endorsement		ent/Condi	Xtension
al Purposes		ons	End.pdf
Accepted Hired and Non-	CG9 04 0506	Endorseme New	0.00 CG9 04 02
for Owned Auto	02	nt/Amendm	05 06 - Hired
Information Coverage		ent/Condi	Auto & Non-
al Purposes		ons	Owned Auto
			Liab.pdf
Accepted Hired Auto	CG9 04 0506	Endorseme New	0.00 CG9 04 04
for Physical Damage	04	nt/Amendm	05 06 - Hired
Information		ent/Condi	Auto PD.pdf
al Purposes		ons	
Accepted Independent	CG9 21 0806	Endorseme New	0.00 CG9 21 08
for Contractors	08	nt/Amendm	08 06 -
Information Exclusion		ent/Condi	Independent
al Purposes		ons	Contractors
			Excl.pdf
Accepted Lead Based Paint	CG9 21 0506	Endorseme New	0.00 CG9 21 06
for Exclusion	06	nt/Amendm	05 06 - Lead
Information		ent/Condi	Based
al Purposes		ons	Paint.pdf
Accepted Non-	CG9 25 0506	Endorseme New	0.00 CG9 25 01
for Accumulation of	01	nt/Amendm	05 06 - Non
Information Limits		ent/Condi	Accumulatio
al Purposes		ons	n of

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Accepted	Printers Errors	CG9 04	0906	Endorseme New	0.00	Limits.pdf
for	and Omissions	14		nt/Amendm		CG9 04 14
Information	Liability Coverage			ent/Condi		09 06 -
al Purposes				ons		Printers E&O
						Liability.pdf



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

## **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

1. Designation of Premises (Part Leased to You):
  
2. Name of Person or Organization (Additional Insured):

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.
3. Liability for "bodily injury" or "property damage" that is not sustained within that part of the premises leased to you.
4. Liability for "bodily injury" or "property damage" arising from a duty imposed on the additional insured by statute, ordinance or law.

The coverage provided under this endorsement is excess over any primary insurance available to the additional insured.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name of Person or Organization:</b></p>    
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Who Is An Insured (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to acts or omissions of the named insured, his agents, servants, and "employees" for which the Additional Insured may be held liable. This insurance does not apply to acts or omissions of the Additional Insured nor liability imposed on the additional insured by statute, ordinance or law.

It is further agreed that the inclusion of the Additional Insured provided above shall not operate to increase the company's limit of liability.

Coverage under this endorsement ceases on expiration of the policy or on completion of "your work" for any Additional Insured, whichever is earlier (see Section V – Definitions, Products-Completed Operations hazard).

This Insurance shall apply as primary insurance.

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

**AMENDATORY ENDORSEMENT - SUPPLEMENTAL**  
**(Knowledge of Occurrence, Notice of Occurrence, Unintentional E & O)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following Condition is added to SECTION IV - COMMERCIAL GENERAL LIABILITY  
CONDITIONS:

1. If you notify your Workers' Compensation insurer of an "occurrence" which later results in a claim covered by this Coverage Part, your failure to notify us of the "occurrence" at the time it took place will not be considered a violation of the DUTIES IN EVENT OF OCCURRENCE, CLAIM OR SUIT Condition. However, you agree to see to it that we are notified in writing as soon as practicable after you learn that the "occurrence" may result in a claim covered by this Coverage Part.
2. Knowledge of an "occurrence" by your employee or agent will not be considered knowledge by you, unless you or any partner or executive officer or unit manager of yours has knowledge of the "occurrence".
3. Your failure to disclose all hazards existing as of the inception date of the coverage part will not prejudice you with respect to the coverage afforded by this Coverage Part if the failure or omission is unintentional.
4. Failure to notify us of an "occurrence" because of a clerical oversight will not prejudice your rights under this Coverage Part.

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

## **ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any liability arising out of:

- (1) Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
- (2) The use of asbestos in constructing or manufacturing any goods, product or structure; or
- (3) The removal of asbestos from any goods, product or structure; or goods or products containing asbestos.
- (4) The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

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

## **ASSAULT AND BATTERY EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART.

- A.** This insurance does not apply to Bodily Injury or Property Damage arising from, due to or caused by:
- (1)** Assault and/or Battery committed by any insured, any employee of any insured, any patron or customer of the insured, or any other person; or
  - (2)** The failure to suppress or prevent any Assault and/or Battery or any act or omission in connection with any Assault and/or Battery; or
  - (3)** The negligent hiring, supervision or training of any employee or agent of the insured with respect to the events described in **(1)** and **(2)** above.

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

## **BARBERS AND BEAUTICIANS PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The insurance provided under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** also applies to “bodily injury” or “property damage” arising out of the rendering or failure to render professional services in connection with your “barber shop or beauty shop operations”.

But, the insurance set forth in the preceding paragraph applies to “bodily injury” and “property damage” only:

- (1) If arising out of “barber shop or beauty shop operations”; and
- (2) If occurring during the policy period and “coverage territory”.

- B.** For the purposes of this endorsement only **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** is amended as follows:

1. Exclusions **2.b.** and **2.e.** are replaced by the following:

This insurance does not apply to

**b. Contractual Liability**

“Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**e. Employer’s Liability**

“Bodily injury” to:

- (1) An “employee” of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured’s business.
- (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of paragraph (1) above.

This exclusion applies:

- (i) Whether the insured may be liable as an employer or in any other capacity; and
- (ii) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

2. The following are added under **2. Exclusions:**

- p.** “Bodily injury” or “property damage” due to rendering or failure to render any professional service, except those covered by this endorsement, including but not limited to:

- (1) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (2) Any health or therapeutic service or treatment, advice or instruction;
- (3) Any exercise or diet program, including advice or instruction given for such a program;
- (4) Any physiotherapy, hydrotherapy, heat treatment, or related service or treatment;
- (5) The use, provision, maintenance, or repair of any exercise machine, apparatus or equipment, or any sauna, Jacuzzi, Turkish bath or related device;
- (6) Any tattooing services;
- (7) Body piercing services;
- (8) Any equipment or process used to tan skin;
- (9) The removal of hair by X-ray, electrical ray or electrolysis;
- (10) Hair implanting or hair transplanting or any attempt at these;
- (11) The use of any dye or coloring to eyelashes or eyebrows except Roux Lash and Brow Tint, Spiro’s Colors, mascara, or eyebrow pencils;
- (12) Body massage other than facial massage;

- (13) Face lifting, the removal of warts, moles or growths or any attempt at these;
- (14) Chiropody or podiatry;
- (15) Chemical facial peels;
- (16) The combustion, burning or explosion of combs of a flammable nature, other than hard rubber combs;
- (17) The use of any flammable dry shampoo;
- (18) Acts of any person employed in violation of laws as to age, or under the age of 16 years if there is no legal age limit;
- (19) Acts of any operator of a permanent wave machine who has not had at least 2 months of actual experience under the supervision of a trained operator; or
- (20) The operation of a beauty school or barber school.

**q. Violation Of Statute**

"Bodily injury" or "property damage" arising out of the violation of any statute, or governmental rule or regulation. However, this exclusion does not apply to the failure to perform a predisposition or skin test.

**r. Criminal Acts**

"Bodily injury" or "property damage" arising out of any criminal act, including but not limited to sexual abuse or molestation or fraud, committed by the insured or any person for whom the insured is legally responsible.

**C. The insurance provided under **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES)** also applies to "personal and advertising injury" arising out of the rendering of or failure to render professional services in connection with your "barber shop or beauty shop operations",**

But, the insurance set forth in the preceding paragraph applies to "personal and advertising injury" only:

- (1) If arising out of "barber shop or beauty shop operations"; and
- (2) If occurring during the policy period and "coverage territory",

**D. For the purposes of this endorsement only, SECTION II, WHO IS AN INSURED is amended as follows:**

- 1. Paragraph 1.a. is replaced by the following:  
If you are designated in the Declarations as:

- a. An individual, you are an insured, but only with respect to the conduct of a business of which you are the sole owner.

2. Provisions 2.a., 2.b. and 2.d. are replaced by the following:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business; or

- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages of the injury described in paragraphs (1)(a) or (1)(b).

(2) "Bodily injury", "property damage", or "personal and advertising injury" arising out of his or her providing or failing to provide professional services other than those of a barber or beautician in connection with your business.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your “employees”) or any organization while acting as your real estate manager.
  - d. Your legal representative, including but not limited to your executors, administrators, trustees or beneficiaries, if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. The following are added to paragraph 2.
- e. Any person acting on your behalf or for whose acts or omissions you are legally responsible in your “barber shop or beauty shop operations”.
  - f. Any operator who rents or leases from the insured booth space, chairs or any portion of the Named insured premises for the purpose of conducting barber shop or beauty salon services and any “employee” of such operator, but only with respect to liability arising out of such services.
- E. For the purposes of this endorsement only, **SECTION V – DEFINITIONS**, is amended as follows:
- 1. Paragraphs 3. and 13. are replaced by the following:
    - 3. “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. “Bodily injury” includes, but is not limited to heat, chemical or pull burns, dermatitis, allergic reactions, cuts, bruises, skin infections and irritations, hair breakage, hair discoloration, shock and mental anguish.
    - 13. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions and for this coverage is amended to include any act or omission arising out of the rendering or failure to render services as a barber or beautician.
  - 2. The following new definition is added to **SECTION V – DEFINITIONS**:
    - a. “Barber shop or beauty shop operations” means treatment, advice or instruction for the purpose of appearance, skin enhancement or personal grooming including:
      - (1) Permanent hair waving by any cold process, heating or steaming methods (whether heat or steam is generated by electricity, gas, or the use of machineless chemical heat pads or sachets); hair cutting, styling, trimming, singeing, conditioning, dressing, shampoo-ing, shampoo tinting, bleaching, dyeing or coloring by liquid dyes, henna treatments, or hair crayons;
      - (2) Eyelash and eyebrow tinting or coloring by the use, administration or application of Roux Lash and Brow Tint, Spiro’s Colors, mascara or eyebrow pencils;
      - (3) Eyebrow arching, tweezing and plucking; the removal of unwanted hair by shaving or the use of wax or a depilatory preparation; hair and scalp treatments; face and neck massaging, manicuring and pedicuring; marcel, fingerwave pincurls, and water-waving; and other usual services of a hairdresser or beautician.
- F. For the purpose of determining the limits for the insurance provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one “occurrence” with respect to “bodily injury” or “property damage” and one offense with respect to “personal and advertising injury”.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG9 21 09 08 06

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

## **CLASSIFICATION LIMITATION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage under this contract is specifically limited to those classification codes listed in the Policy. No coverage is provided for any classification code or operation performed by the Named Insured not specifically listed in the Declaration of this Policy.

All other terms and conditions remain unchanged.

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

## **CONSTRUCTION EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising out of any of the following:

- (1) Change, alteration or modification of the size of any building or structure;
- (2) Movement of any building or structure;
- (3) Construction or erection of any new building or structure;
- (4) Demolition of any building or structure; or
- (5) Construction, demolition, movement of any load bearing wall or any modification to the structure of any loading bearing wall.

This exclusion applies to any work performed as part of or in connection with any of the foregoing.

This exclusion applies regardless of whether the described operations are ongoing, completed or in any other stage when the loss occurs.

This exclusion applies regardless of whether such operations are conducted by any insured or on behalf of any insured or whether the operations are conducted for any insured or for any other person or entity.

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY**  
**CG9 21 11 09 06**

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

## **CROSS SUITS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any liability of one insured for property damage to the property of another insured.

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

## **DISCRIMINATION EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any liability, defense costs, fines or damages which arise out of the discrimination of any person or persons based upon, but not limited to, color, creed, gender, race, natural origin, age, handicap, illness, religion or sexual preference.

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

**EMPLOYEE BENEFITS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Coverage	Limit Of Insurance	Deductible	Premium
Employee Benefits Programs	\$ each occurrence	\$ each claim	\$
	\$ aggregate		
Effective Date:			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

**A. The following is added to Coverages (Section I):  
EMPLOYEE BENEFITS LIABILITY COVERAGE**

**1. Insuring Agreement**

a. We will pay those sums in excess of the deductible that the insured becomes legally obligated to pay as damages because of an "occurrence" in the "administration" of your "employee benefits program" to which this insurance applies. But:

- (1) The amount we will pay for damages is limited as described in **LIMITS OF INSURANCE** (Paragraph D. of this endorsement); and
- (2) Our obligation with respect to defense and investigation of any claim or "suit" is limited as provided in **DEFENSE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**.

b. This insurance applies only if the damages arise from an "occurrence" that takes place in the "coverage territory" after the effective date of this endorsement and before the end of the policy period.

**2. Exclusions**

With respect to the insurance provided by this endorsement, only the following exclusions apply:

This insurance does not apply to:

- a. Loss arising out of any dishonest, fraudulent, criminal or malicious act or omission committed by or at the direction of any insured.
- b. "Bodily injury", "property damage", "personal injury" or "advertising injury".
- c. Loss arising out of failure of performance of contract by any insurer or any other party obligated to provide any benefits.
- d. Loss arising out of failure of any plan included in your "employee benefits program" to meet its obligations because of insufficient funds.
- e. Any claim or "suit" based upon:
  - (1) Failure of any investment to perform as represented by any insured;
  - (2) Advice given by an insured to any person on whether or not to participate in any plan included in your "employee benefits program"; or
  - (3) The investment or non-investment of funds.

- f. Loss arising out of your failure to comply with the mandatory provisions of any workers compensation, unemployment insurance, social security or disability benefits law or any similar law.
- g. Any liability of any insured under the Employees' Retirement Income Securities Act (E.R.I.S.A.) of 1974 or changes to it.
- h. Loss of benefits accrued under the terms of an employee benefit plan to the extent that such benefits are available from funds accrued by the insured for such benefits or from collectible insurance, regardless of the insured's acts, errors or omissions in the "administration" of the employee benefit plan which precluded the claimant from receiving such benefits.
- i. Damages claimed by any "employee", including the "employee's" dependents and beneficiaries, arising out of any refusal to employ, termination of employment or employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that "employee".
- j. Damages arising out of providing employee benefits to a "highly compensated employee", "key employee", "principal shareholder or owner", or other "employee" for whom benefits are limited or which cause an "employee benefits program" to fail any applicable discrimination requirement set forth in the Internal Revenue Code of 1986, as amended, if such failure results in:
  - (1) denial of tax deductions for employer contributions to any discriminatory "employee benefits program" maintained by that employer; or
  - (2) inclusion in the gross income of a "highly compensated employee" or "key employee" of an amount contributed by an employer on that "employee's" behalf to an "employee benefits program" maintained by that employer.
- k. Damages arising out of disqualification of an "employee benefits program" or any other employer-provided benefit plan or arrangement for favorable treatment under the Internal Revenue Code of 1986, as amended, or regulations under the Internal Revenue Code.

**B. SELF-INSURED RETENTION, DEFENSE, and SUPPLEMENTARY PAYMENTS - COVERAGES A AND B (Section I)** also apply to Employee Benefits Liability Coverage.

**C. The following is added to WHO IS AN INSURED (Section II):**

With respect to Employee Benefits Liability Coverage, only the following are insured:

1. You;
2. Your "employees" who are authorized to perform "administration" of your "employee benefits program";
3. Your elective or appointed officials or members of any board or commission or agency of yours, but only with respect to liability arising from "administration" of your "employee benefits program":

**D. The following is added to LIMITS OF INSURANCE (Section III):**

Subject to the General Aggregate Limit shown in the Declarations, the Each Occurrence Limit shown in the Schedule of this endorsement is the most we will pay under Employee Benefits Liability Coverage for the sum of all damages from any one "occurrence".

**E. AMENDED AND ADDITIONAL DEFINITIONS**

As used in this endorsement:

1. "Administration" means performing the following functions, provided these acts are authorized by you:
  - a. Counseling "employees", including their dependents and beneficiaries, about the "employee benefits program"; However, counseling does not include any legal advise or legal counseling.
  - b. Interpreting the "employee benefits program";
  - c. Handling records in connection with the "employee benefits program"
  - d. Effecting or terminating any "employee's" participation in a plan included in the "employee benefits program".
2. "Employee" means any person employed and compensated by you, whether actively employed, disabled or retired, and who is eligible for participation in your "employee benefits program".

3. "Employee benefits program" means:
  - a. Group life insurance, group accident or health insurance, "profit sharing plans", pension plans and "stock subscription plans", provided that no one other than an "employee" may subscribe to such insurance or plans;
  - b. Unemployment insurance, Social Security benefits, workers compensation, and disability benefits insurance; and
  - c. Any other similar plans.
4. "Highly compensated employee", "key employee", and "principal shareholder or owner" have the meanings given such terms in the Internal Revenue Code of 1986, as amended.
5. "Occurrence" means a negligent act, error or omission. All negligent acts, errors or omissions in the "administration" of your "employee benefits program" which result in loss to any one "employee", including the "employee's" dependents and beneficiaries, will be considered one "occurrence", regardless of the number of plans included in your "employee benefits program". The date on which the "occurrence" is discovered will be considered the date the "occurrence" takes place.
6. "Profit sharing plans" means only such plans as are equally available to all full time "employees".
7. "Stock subscription plans" means only such plans as are equally available to all full time "employees".

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

**EMPLOYMENT DISCRIMINATION AND EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to any liability, defense costs, fines or damages which arise out of any:

- (1)** Refusal to employ;
- (2)** Termination of employment;
- (3)** Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions, or
- (4)** Consequential bodily injury or personal injury as a result of **(1)** through **(3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation of the insured to share damages with or to repay someone else who must pay damages because of injury.

**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY  
CG9 21 10 08 06**

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

## **EXCLUSION-DESIGNATED WORK**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Description of designated work:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" shown in the above Schedule.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your policy unless another effective date is shown.

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

**EXCLUSION - WORK OR OPERATIONS  
WITHIN THE STATE OF NEW YORK**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" within the State of New York.

All other policy terms and conditions remain unchanged.

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

## **FIREARMS EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood that no coverage is afforded by this policy for any injury, death, claims or actions occasioned directly or indirectly or as an incident to the discharge of firearms by person or persons on or about the insured premises.

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

## **FUNERAL DIRECTORS PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### **A. FUNERAL DIRECTORS PROFESSIONAL LIABILITY**

The insurance provided under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)** also applies to "bodily injury" or "property damage" arising out of the rendering of or failure to render professional "services of a funeral director" in connection with your practices as a funeral director.

#### **B. For the purpose of this endorsement only, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I) is amended as follows:**

##### **1. Exclusions 2.b. and 2.e. are replaced by the following:**

This insurance does not apply to:

##### **b. Contractual Liability**

"Bodily injury" or "property damage" or other injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

##### **e. Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (i) Whether the insured may be liable as an employer or in any other capacity; and
- (ii) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

##### **2. Exclusion 2.j. Damage To Property is amended by adding the following:**

Paragraphs (4) and (5) do not apply to urns, caskets, or other container for a dead body or its

cremated remains, linings or fittings, casket cases, crypts, clothing or personal effects of a deceased person, mausoleums or other facilities for the care or burial of a "deceased human body":

- (1) That are the property of others; and
- (2) That are in the care, custody or control of the insured or persons working for or on behalf of the insured, for the purpose of burying or caring for a "deceased human body".

##### **3. The following are added under 2. Exclusions:**

##### **p. Professional Services**

"Bodily injury" or "property damage" due to rendering or failure to render any professional services, except those covered by this endorsement, including but not limited to:

- (1) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (2) Any health or therapeutic service or treatment, advice or instruction;
- (3) Professional malpractice, error or mistake in connection with the operation of an ambulance service.

##### **q. Violation of Law**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured. But this exclusion does not apply to any act done in good faith by an insured at the request of a public official who has apparent authority to require or to permit such act.

##### **r. Ambulance Services**

"Bodily injury" or "property damage" arising out of:

- (1) The operation of an ambulance service; or
- (2) The maintenance, operation, use, loading or unloading of an ambulance. But this exclusion does not apply to conduct which is otherwise covered in connection with the "services of a funeral director".

- C. For the purpose of this endorsement only, the insurance provided under **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I)** also applies to “personal and advertising injury” arising out of the rendering of or failure to render professional “services of a funeral director” in connection with your practice as a funeral director.
- D. For the purpose of this endorsement only, **SECTION II – WHO IS AN INSURED** is amended as follows:
1. Paragraph **2.a.** is replaced by the following:
    - a. Your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” is an insured for:
      - (1) “Bodily injury” or “personal and advertising injury”:
        - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-“employee” while that co-“employee” is either in the course of his or her employment or performing duties related to the conduct of your business; or
        - (b) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of paragraph **(1)(a)** above;
        - (c) For which there is any obligation to share damages with or repay someone else who must pay damages of the injury described in paragraphs **(1)(a)** or **(1)(b)**.
      - (2) “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of his or her providing or failing to provide professional services. However, your “employees” are insureds with respect to their providing or failing to provide “services of a funeral director” in connection with your business.
      - (3) “Property damage” to property:
        - (a) Owned, occupied or used by;
          - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
            - you, any of your “employees” any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  2. Paragraph **2.d.** is replaced by the following:
    - d. Your legal representative, including but not limited to your executors, administrators, trustees or beneficiaries, if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
  3. Paragraph **2.e.** is added:
    - e. Any person acting on your behalf or for whose acts or omissions you are legally responsible.
- E. For the purposes of this endorsement only, **SECTION V – DEFINITIONS** is amended as follows:
1. Paragraphs **3.** and **13.** are replaced by the following:
    3. “Bodily injury” means bodily injury, sickness, mental anguish or disease sustained by a person, including death resulting from any of these at any time.
    13. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions and for this coverage is amended to include any act or omission arising out of the rendering of or failure to render “services as a funeral director”.
  2. The following new definitions are added:
    - a. “Deceased human body” means any remains of a deceased person, including:
      - (1) Ashes resulting from a legal cremation; or
      - (2) Any individual part of a human body.
    - b. “Services of a funeral director” means:
      - (1) The embalming, handling, disposition, burial, disinterment or removal of any “deceased human body”;
      - (2) The conduct of any memorial service by the insured whether or not a “deceased human body” is present at the service; or
      - (3) All operations in connection with your business as a cemetery.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG9 04 03 05 06

EFFECTIVE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# GARAGEKEEPERS LEGAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Location No.	Coverages	Limit of Insurance For Each Location
	Comprehensive	\$ MINUS DEDUCTIBLE FOR EACH "AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Specified Causes of Loss	\$ MINUS \$ DEDUCTIBLE FOR EACH "AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "AUTO"
	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH "AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Specified Causes of Loss	\$ MINUS \$ DEDUCTIBLE FOR EACH "AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "AUTO"
	Comprehensive	\$ MINUS \$ DEDUCTIBLE FOR EACH "AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Specified Causes of Loss	\$ MINUS \$ DEDUCTIBLE FOR EACH "AUTO" FOR "LOSS" CAUSED BY THEFT OR MISCHIEF OR VANDALISM SUBJECT TO \$ MAXIMUM DEDUCTIBLE FOR ALL SUCH "LOSS" IN ANY ONE EVENT.
	Collision	\$ MINUS \$ DEDUCTIBLE FOR EACH "AUTO"

### LOCATIONS WHERE YOU CONDUCT "GARAGE OPERATIONS"

Loc#	Address
	state your main business location as Location No. 1
1	
2	
3	
4	
5	
6	

### Premium for all locations

Comprehensive	\$
Specified Causes of Loss	\$
Collision	\$

(If no entry appears above, information required to complete the endorsement will be shown in the Declarations as applicable to this endorsement.)

GARAGEKEEPERS COVERAGE applies on a legal liability basis unless one of the Direct Coverage Options is indicated below by " X ".

### DIRECT COVERAGE OPTIONS

( ) **EXCESS INSURANCE.** If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other insured's legal liability for "loss" to an "auto" and is excess over any other collectible insurance regardless of whether the other insurance covers your or any other insured's interest or the interest of the "auto's" owner.

( ) **PRIMARY INSURANCE.** If this box is checked, GARAGEKEEPERS COVERAGE is changed to apply without regard to your or any other insured's legal liability for "loss" to an "auto" and is primary insurance.

A. This endorsement provides only those coverages where a Limit of Insurance and a premium are shown for that coverage and that location in the Schedule.

### B. COVERAGE

1. We will pay all sums the insured legally must pay as damages for "loss" to an "auto" or "auto" equipment left in the insured's care while the insured is parking or storing it in your "garage operations" under:

a. Comprehensive Coverage. From any cause except:

- (1) The "auto's" collision with another object; or
- (2) The "auto's" overturn.

b. Specified Causes of Loss Coverage.

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft; or
- (3) Mischief or vandalism.

c. Collision Coverage. Caused by:

- (1) The "auto's" collision with another object; or
- (2) The "auto's" overturn.

2. We will have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this insurance. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

### 3. EXCLUSIONS

a. This insurance does not apply to any of the following:

- (1) Contractual Obligations.  
Liability resulting from any agreement by which the insured accepts responsibility for "loss".

(2) Theft.

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

(3) Defective Parts.

Defective parts or materials.

(4) Faulty Work.

Faulty "work you performed".

b. We will not pay for "loss" to any of the following:

(1) Tape decks or other sound reproducing equipment unless permanently installed in an "auto".

(2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

(3) Sound receiving equipment designed for use as a citizens band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.

(4) Equipment designed or used for the detection or location of radar.

### 4. SUPPLEMENTARY PAYMENTS.

In addition to the Limit of Insurance, we will pay for the insured:

a. All expenses we incur.

b. The costs of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.

c. All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$250 a day because of time off from work.

d. All costs taxed against the insured in any "suit" we defend.

e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of judgment that is within our Limit of Insurance.

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

**C. WHO IS AN INSURED**

The following are insureds for "loss" to "autos".

1. You.
2. Your partners, "employees", directors or shareholders while acting within the scope of their duties as such.

**D. LIMIT OF INSURANCE AND DEDUCTIBLE**

1. Regardless of the number of "autos", insureds, premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule for that location minus the applicable deductibles for "loss" caused by collision, theft or mischief or vandalism.
2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by theft or mischief or vandalism.

3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

**E. ADDITIONAL DEFINITIONS**

As used in this endorsement:

1. "Auto" means a land motor vehicle, trailer or semitrailer.
2. "Garage Operations" means the ownership, maintenance or use of locations for the purpose of parking or storing "autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.
3. "Loss" means direct or accidental loss or damage and includes any resulting loss of use.
4. "Work you performed" includes work that someone performed for you.

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

## **GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SUMMARY OF COVERAGES**

This is a summary of the various coverages provided by this endorsement. No coverage is provided by this summary. Please read this endorsement carefully to determine the extent of your coverage.

1. Additional Insured - Broad Form Vendors
2. Additional Insured – by Contract, Agreement of Permit relating to:
  - Work performed by you
  - Premises you own, rent, lease or occupy
  - Equipment you lease
3. Aggregate Limit Per Location
4. Blanket Waiver of Subrogation
5. Bodily Injury Redefined
6. Broad Form Property Damage – Borrowed Equip., Customer Goods & Use of Elevators
7. Broadened Named Insured
8. Damage to Premises Rented to You
9. Duties in Event of Occurrence, Claim or Suit
10. Expected or Intended Injury (PD)
11. Incidental Medical Malpractice
12. Liberalization
13. Limited Worldwide Coverage
14. Medical Payments
15. Mobile Equipment Redefined
16. Newly Acquired or Formed Organizations
17. Non-Owned Aircraft
18. Non-Owned Watercraft
19. Personal and Advertising Injury
20. Product Recall Expense
21. Supplementary Payments Increased Limits
22. Unintentional Failure to Disclose

#### **1. ADDITIONAL INSURED – BROAD FORM VENDORS**

When Products/Completed Operations coverage is provided in the policy, the following coverage is provided:

Under **Section II – WHO IS AN INSURED**, Paragraph 6. is added as follows:

**6.a.** Any person or organization (referred to below as vendor), but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

**b.** The insurance afforded the vendor does not apply to:

- (1) “Bodily Injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products, which, after distribution or sale by you, have been labeled re, relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**2. ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT, AGREEMENT OR PERMIT**

Under **SECTION II – WHO IS AN INSURED**, Paragraph 5. is added as follows:

5.a. Any person or organization with whom you agreed, because of a written contract, agreement or permit to name as an additional insured, is an additional insured but only with respect to vicarious liability imposed on that insured arising out of:

- (1) "Your work" performed for the additional insured(s) at the location designated in the contract, agreement or permit; or
- (2) Premises you own, rent, lease or occupy, or
- (3) Equipment you lease,

provided the written contract or agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

b. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

- (1) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (2) To any person or organization included as an insured under Provision 1. of this endorsement.
- (3) To any lessor of equipment
  - (a) After the equipment lease expires; or
  - (b) If the "bodily injury", "property damage", "personal injury and advertising injury" arises out of sole negligence if the lessor.
- (4) To any:
  - (a) Owners or other interests from whom land had been leased which takes place after the lease for the land expires; or
  - (b) Managers or lessors of premises if:
    - (i) The occurrence takes place after you cease to be a tenant in that premises; or

- (ii) The "bodily injury", "property damage", or "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To any person or organization included as an insured for "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities

(6) To any person or organization included as an insured for "bodily injury" or "property damage" occurring after your operations for them have been completed or put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

**3. AGGREGATE LIMIT PER LOCATION**

- 1. Under **Section III – Limits of Insurance**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- 2. Under **Section V – Definitions**, the following definition is added as follows:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**4. BLANKET WAIVER OF SUBROGATION**

Under **Section IV – Commercial General Liability Conditions – Condition 8. – Transfer of Rights of Recovery Against Others to Us** is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to

the “bodily injury” or “property damage”, that requires you to waive your rights of recovery.

#### 5. BODILY INJURY REDEFINED

Under **Section V – Definitions**, definition 3. “bodily injury” is replaced by the following:

3. “Bodily injury” means bodily injury, sickness, or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

#### 6. BROAD FORM PROPERTY DAMAGE – BORROWED EQUIPMENT, CUSTOMERS’ GOODS AND USE OF ELEVATORS

The insurance for “property damage” liability is subject to the following:

1. Under **Section I – Coverage A**, exclusion **j. Damage To Property** is amended as follows:

Paragraph **(4)** does not apply to “property damage” to equipment you borrow while at a job site and is not being used by anyone to perform operations at the time of loss.

Paragraphs **(3)**, **(4)** and **(6)** do not apply to “property damage” to “customers’ goods” while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

2. Under **Section V – Definitions**, the following definition is added:

“Customers’ Goods” means goods of your customer on your premises for the purpose of being:

- a. Repaired; or
- b. Used in your manufacturing process

3. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

#### 7. BROADENED NAMED INSURED

Under **Section II – Who Is An Insured**, paragraph **2.** is amended to add the following:

- e. Any organization which is a legally incorporated entity of which you own a majority interest of the voting stock on the effective date of this Coverage Form will be a Named Insured until the 180<sup>th</sup> day or the end of the policy period whichever is earlier, provided there is no other available insurance to that organization.

This insurance afforded herein for any subsidiary not named in this Coverage Form as a named insured does not apply to injury or damage to which an insured under this Coverage Form is also an insured under another policy but for its termination or the exhaustion of its limits of insurance.

#### 8. DAMAGE TO PREMISES RENTED TO YOU

1. The word fire is changed to “name cause of loss” as defined under this provision where it appears under:

- a. **Section III – Limits of Insurance**; paragraph **6.**, and
- b. **Section IV – Commercial General Liability Conditions**, Condition **4.**,b, Other Insurance.

2. Under **SECTION I – COVERAGE A**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by a “named cause of loss” to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**. This Limit will apply to all damage proximately caused by the same event, whether such damage results from a “named cause of loss” or any combination thereof.

3. Under **Section III – Limits of Insurance**, paragraph **6.** is replaced by the following:

6. Subject to 5, above, the higher of:
  - a. \$300,000; or
  - b. The amount shown in the Declarations for Damages to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by “named cause of loss”, while rented to you, or in the case of damage by “named cause or loss”, while rented to you or temporarily occupied by you with permission of the owner.,

4. Under **Section V – Definitions**, the following revisions are made:

- a. Definition **9.**, “insured contract” paragraph **a.** is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damages by “named cause of loss” to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”.

- b. The following definition is added:  
“Names cause of loss” means the following:  
Fire, lightning; explosion; smoke; or leakage from fire extinguishing equipment.

**9. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT**

Under **Section IV – Commercial General Liability Conditions – Duties In The Event Of Occurrence, Claim or Suit**, paragraph e. is added as follows:

- e. Notice of an “occurrence”, offense, claim or “suit” will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an “employee” designated by you to give us such a notice.

**10. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)**

Under **Section I – Coverage A**, paragraph **2. Exclusions**, Exclusion a. is replaced by the following:

- a. “Bodily Injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**11. INCIDENTAL MEDICAL MALPRACTICE – EMPLOYED PHYSICIANS, NURSES, EMT’S AND PARAMEDICS**

- 1. Under **Section II – Who Is An Insured**, paragraph **2.a.(1)(d)** does not apply to a physician, nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
- 2. The insurance afforded by this provision is excess over any other valid and collectible insurance whether primary, excess, contingent or on any other basis.

**12. LIBERALIZATION**

If we revise this endorsement during the policy period to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**13. LIMITED WORLDWIDE COVERAGE**

- 1. The following is added to **Section IV – Commercial General Liability Conditions**  
**Expanded Coverage Territory**
  - a. If a “suit” is brought in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the “suit”. We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred in the defense of a “suit” seeking damages to which this insurance applies, that

we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured’s behalf, we will reimburse the insured for such sums.

- b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.
- c. Any disputes between you and use as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Puerto Rico or Canada.
- d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.  
Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

- 2. The following is added to Paragraph 4.b. under Conditions sections:

**4. Other Insurance**

**b. Excess Insurance**

This insurance is excess over:

- (3) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) If the insured’s liability to pay damages is determined in a “suit” brought outside the United States of America (including its territories and possessions), Puerto Rico or Canada; or

- (b) That is coverage required by law, regulation or other governmental authority in a part of the “coverage territory” that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada.

- 3. Paragraph 4. of the Definitions section is replaced by the following:
  - 4. “Coverage Territory” means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
- 4. The following provision applies only to claims or “suits” not brought in the United States of America (including its territories and possessions), Puerto Rico or Canada:

#### **Non-Binding Arbitration**

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, then either party may make a written demand for arbitration.

When this demand is made, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will:

- 1. Pay the expenses it incurs; and
- 2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. Any decision agreed to by the arbitrators may be appealed to a court of competent jurisdictions.

#### **14. MEDICAL PAYMENTS**

- 1. Under **Section I – Coverage C**, paragraph a. (3) (2) is replaced by the following:
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- 2. Under **Section III – Limits of Insurance** paragraph 7. is replaced by the following:
  - 7. Subject to 5. above, the higher of:
    - a. \$10,000 or
    - b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of “bodily injury” sustained by any one person.

#### **15. MOBILE EQUIPMENT REDEFINED**

Under **Section V – Definitions**, definition 12. “Mobile Equipment”, paragraph b., is deleted and replaced by the following:

- b. Vehicles maintained for use solely on or next to premises, sites or locations owned, rented to or occupied by you and any vehicle intended for use principally off the road.

#### **16. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Under **Section II – Who Is An Insured**, paragraph 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

#### **17. NON-OWNED AIRCRAFT**

- 1. Under **Section 1 – Coverage A**, exclusion g. does not apply to an aircraft provided:
  - a. It is not owned by an insured; and
  - b. It is hired, chartered or loaned with a trained paid crew.
- 2. Under **Section IV – Commercial General Liability Conditions**, the following is added to 4. **Other Insurance**:
  - d. The insurance afforded for Non-Owned Aircraft, Hired, Chartered or Loaned with paid crew does not apply if other valid and collectible insurance, whether primary, excess, contingent or on any other basis, is available to the insured for a loss that would otherwise be covered.

#### **18. NON-OWNED WATERCRAFT**

Under **Section I – Coverage A**, exclusion g. (2) is replaced by the following:

- 2. A watercraft you do not own that is:
  - (a) less than 51 feet long; and
  - (b) not being used to carry persons or property for a charge.

This provision (18.) applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This provision (18.) does not apply if any other insurance for “bodily injury” or “property damage” liability is available, whether the other insurance is primary, excess, contingent or any other basis. In that case, this provision does not provide any insurance.

## 19. PERSONAL AND ADVERTISING INJURY

Under **Section V – Definitions**, definition **14**, “**Personal and Advertising Injury**” paragraph **h.**, is added as follows:

**h.** Discrimination because of race, color, creed, national origin, age, sex or physical disability, where insurance therefore is not prohibited by law, but only if such discrimination is:

- (1) not done intentionally by or at the direction of:
  - a. the insured; or
  - b. any executive officer, director, stockholder, partner or member of the insured staff; and
- (2) not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

## 20. PRODUCT RECALL EXPENSE

When Products/Completed Operations coverage is provided in the policy, the following coverage is included. This is an added coverage benefit that reimburses you for expenses incurred because of a covered “product recall”. This provision does not provide any liability coverage or coverage for the cost or expense of defending any claim or suit.

**A. The following is added to Section I – Coverages:**

### SECTION I – PRODUCT RECALL EXPENSE COVERAGE

#### 1. Insuring Agreement

**a.** We will reimburse you for “product recall expense” incurred because of a “product recall” to which this coverage applies.

The amount of such reimbursement is limited as described in **Section III – Limits Of Insurance** below. No other obligation or liability to pay sums or perform acts or services is covered.

**b.** This insurance applies to a “product recall” only if the “product recall” is initiated in the United States of America (including its territories and possessions), Puerto Rico or Canada, during the policy period because:

- (1) You determine that the “product recall” is necessary; or
- (2) An authorized government entity has ordered you to conduct a “product recall”.

**c.** We will reimburse only those “products recall expenses”:

- (1) Which are incurred and reported to us within one year of the date the “product recall” was initiated; and
- (2) Only if the product that is the subject of the “product recall” left your possession.

**d.** The initiation of a “product recall” will be deemed to have been made only at the earliest of the following times:

- (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a “product recall”. This applies regardless of whether the determination to conduct a “product recall” is made by you or is requested by a third party;
- (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a “product recall”; or
- (3) When a third party has initiated a “product recall” and you communicate agreement with the “product recall” and you communicate agreement with the “product recall”, or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the “product recall”, whichever comes first.

**e.** “Product recall expenses” incurred to recall “your products” which contain:

- (1) The same “defect” will be deemed to have arisen out of the same “product recall”; or
- (2) A different “defect” will be deemed to have arisen out of a separate “product recall” if

newly determined or ordered in accordance with Paragraph 1.b. of this coverage provision.

#### 2. Exclusions

This coverage does not apply to “product recall expenses” arising out of:

- a.** Any “product recall” initiated due to:
- (1) Breach of warranty of “your products”. This exclusion does not apply if such failure has caused or is reasonably expected to cause “bodily injury” or physical damage to tangible property.
  - (2) Copyright, patent, trade secret or trademark infringements;
  - (3) Transformation of a chemical nature, deterioration or decomposition of “your product”, except if it is caused by:

(a) An error in manufacturing, design, processing or transportation of “your product”; or

(b) “Product tampering”.

(4) Expiration of the designated shelf life of “your product”.

b. A “product recall” initiated because of a “defect” in “your product” known to exist by the Named Insured or the Named Insured’s “executive officers”, prior to the inception date of this Coverage Part or prior to the time “your product” leaves your control or possession.

c. Recall of any specific products for which “bodily injury” or “property damage” is excluded under Coverage A – Bodily Injury And Property Damage Liability by endorsement.

d. Recall of “your products” which have been banned from the market by an authorized government entity prior to the policy period.

e. The defense of a claim or “suit” against you for “product recall expenses”.

f. Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

B. For the purposes of this coverage provision, **Section III – Limits Of Insurance** is replaced by the following:

**SECTION III – LIMIT OF INSURANCE AND DEDUCTIBLE**

1. The Limits of Insurance and Deductible amount shown in the Product Recall Schedule and rules below fix the most we will pay regardless of the number of

a. insureds;

b. “Product recalls” initiated; or

c. Number of “your products” recalled.

2. The Product Recall Aggregate Limit is the most we will reimburse you for the sum of all “product recall expenses” incurred for all “product recalls” initiated during the policy period.

3. Subject to 2. above, the Each Product Recall Limit is the most we will reimburse you for the sum of all “product recall expenses” arising out of any one “product recall”.

4. Subject to 3. above, we will pay only the amount of “product recall expenses” in excess of the deductible amount shown in the Product Recall Schedule.

The Limits of Insurance for this coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period

is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

Product Recall Schedule	
	Limits of
Insurance	
Product Recall Aggregate Limit	\$50,000
Each Product Recall Limit	\$25,000
Each Product Recall Deductible -	\$25,000

C. For the purposes of this coverage provision, the **Duties In The Event Of Occurrence, Claims or Suit Condition** under **Section IV – Conditions** is replaced by the following:

**2. Duties In the Event Of A “Defect:” Or A “Product Recall”**

a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened “defect” in “your products”, or any governmental investigation, that may result in a “product recall”. To the extent possible, notice should include:

(1) How, when and where the “defect” was discovered;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature, location and circumstances of any injury or damage arising out of use or consumption of “your product”.

b. If a “product recall” is initiated, you must:

(1) Immediately record the specifics of the “product recall” and the date it was initiated; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the “product recall” as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of pertinent correspondence received in connection with the “product recall”;

(2) Authorize us to obtain records and other information; and

(3) Cooperate with us in our investigation of the "product recall".

D. The following definitions are added to the **Definitions** Section:

1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
2. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product recall" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

3. "Products recall" means the recall or withdrawal of your "products", or products which contain "your products" from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which had caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.
4. "Product recall expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product recall":
  - a. Costs of notification;
  - b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
  - c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
  - d. Costs of computer time;
  - e. Costs of hiring independent contractors and other temporary employees;
  - f. Costs of transportation, shipping or packaging;

g. Costs of warehouse or storage space; or

h. Costs of proper disposal of "your products", or products that contain "your products" that cannot be reused, not exceeding your purchase price or your cost to produce the products;

but "products recall expenses" does not include the costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

## **21. SUPPLEMENTARY PAYMENTS INCREASED LIMITS**

Under **Section I – Supplementary Payments Coverages A and B**, paragraph **1. b.** and **1. d.** are replaced as follows:

**1.b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**1.d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss or earnings up to \$500 a day because of time off from work.

## **22. UNINTENTIONAL FAILURE TO DISCLOSE**

Under **Section IV – Commercial General Liability Conditions**, Condition **6. Representations**, paragraph **d.** is added as follows:

**d.** If you unintentionally fail to disclose any hazards existing at the inception date of the policy, we will not deny coverage under this policy because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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

## **HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### **SCHEDULE**

Insurance is provided only with respect to those coverages for which a specific premium charge is shown

<b>Coverage</b>	<b>Additional Premium</b>
Hired Auto Liability	\$80.
Non-Owned Auto Liability	Incl.

**A.** Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

#### **1. HIRED AUTO LIABILITY**

The insurance provided under **Coverage A (Section I) of the Commercial General Liability Coverage Form** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your employees in the course of your business.

#### **2. NON-OWNED AUTO LIABILITY**

The insurance provided under **Coverage A (Section I) of the Commercial General Liability Coverage Form** applies to "bodily injury or "property damage" arising out of the use of any "non-owned auto" in your business by any person other than you.

**B.** For insurance provided by this endorsement only:

1. The exclusions, under **Coverage A (Section I) of the Commercial General Liability Coverage Form**, other than exclusions **a, b, d, f** and **i** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

**a.** "Bodily injury" to an employee of the insured arising out of and in the course of employment by the insured.

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

**b.** "Property damage to:

**(1)** Property owned or being transported by, or rented or loaned to the insured;

or

**(2)** Property in the care, custody or control of the insured.

**2. WHO IS AN INSURED (Section II of the Commercial General Liability Coverage Form** is replaced by the following:

Each of the following is an insured under this endorsement to the extent set forth below:

**a.** You;

**b.** Any other person using a "hired auto" with your permission;

**c.** For a “non-owned auto”, any partner or executive officer of yours, but only while such “non-owned auto” is being used in your business; and

**d.** Any other person or organization, but only for their liability because of acts or omissions of an insured under **a.**, **b.** or **c.** above.

None of the following is an insured:

**(1)** Any person engaged in the business of his or her employer for “bodily injury” to any co-employee of such person injured in the course of employment;

**(2)** Any partner or executive officer for any “auto” owned by such partner or officer or a member of his or her household;

**(3)** Any person while employed in or otherwise engaged in duties in connection with an “auto business”, other than an “auto business” you operate;

**(4)** The owner or lessee (of whom you are a sublessee) of a “hired auto” or the owner of a “non-owned auto” or any agent or employee of any such owner or lessee;

**(5)** Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

**C.** The following additional definitions apply:

**1. “Auto Business”** means the business or occupation of selling, repairing, servicing, storing or parking “autos”.

**2. “Hired Auto”** means any “auto” you lease, hire or borrow. This does not include any “auto” you lease, hire or borrow from any of your employees or members of their households, or from any partner or executive officer of yours.

**3. “Non-Owned Auto”** means any “auto” you do not own, lease, hire or borrow which is used in connection with your business. However, if you are a partnership, a “non-owned auto” does not include any “auto” owned by any partner.

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

## **HIRED AUTO PHYSICAL DAMAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

Limit of Insurance:

Deductible for each "hired auto":

(If no entry appears above, information to complete this Coverage Form will be shown in the Declarations as applicable to this Coverage Form)

**A.** For the purposes of this endorsement only, the following is added to **SECTION I – COVERAGES: HIRED AUTO PHYSICAL DAMAGE COVERAGE**

#### **1. Insuring Agreement**

**a.** We will pay for "loss" to a covered "hired auto" or its equipment from any cause unless the "loss" is excluded or limited by other provisions of this endorsement.

**b.** We will also pay: "

**(1)** Up to \$50 for towing and labor costs incurred each time a "hired auto" is disabled. However, the labor must be performed at the place of disablement.

**(2)** Up to \$15 per day to a maximum of \$450 for temporary transportation incurred by you because of the total theft of a covered "hired auto". We will pay for the temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of this policy's expiration, when the "hired auto" is returned to use or we pay for its "loss".

#### **2. Exclusions**

**(a)** We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### **(1) Nuclear Hazard**

**(a)** The explosion of any weapon employing atomic fission or fusion; or

**(b)** Nuclear reaction or radiation, or radioactive contamination, however caused.

#### **(2) War Or Military Action**

**(a)** War, including undeclared or civil war;

**(b)** Warlike action, by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

**(c)** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**(b)** We will not pay for "loss" to any "hired auto" while used in any professional organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any "hired auto" while that "hired auto" is being prepared for such a contest or activity.

**(c)** We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance.

**(1)** Wear and tear, freezing, mechanical or electrical breakdown.

- (2) Blowouts, punctures or other road damage to tires.
- (d) We will not pay for "loss" to any of the following:
  - (1) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - (2) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
  - (3) Any electronic equipment, without regard to whether this equipment is permanently installed; that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
  - (4) Any accessories used with the electronic equipment described in paragraph (3) above.

Exclusions **d(3)** and **d(4)** do not apply to:

- (a) Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the "hired auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the "hired auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the "hired auto"; or
- (b) Any other electronic equipment that is:
  - (i) Necessary for the normal operation of the "hired auto" or the monitoring of the "hired auto's" operating system; or

- (ii) An integral part of the same unit housing any sound reproducing equipment described in **d(1)** above and permanently installed in the opening of the dash or console of the "hired auto" normally used by the manufacturer for installation of a radio.

### 3. Deductible

For each covered "hired auto" our obligation to pay for, repair, or replace damaged or stolen property will be reduced by the deductible amount shown in the Schedule of this endorsement. This deductible does not apply to "loss" caused by fire or lightning.

- B. With respect to the coverage provided under this endorsement, **SECTION II – WHO IS AN INSURED** is replaced by the following:

#### WHO IS AN INSURED

You and any other person using a "hired auto" with your permission is an insured under this endorsement. But none of the following is an insured:

1. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or any member of their household.
  2. Any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto Business" you operate.
  3. The owner or lessee (of which you are a sub-lessee) of a "hired auto" or any agent or employee of any such owner or lessee.
  4. Any person or organization with respect to the conduct of any current or past partnership or joint venture, or limited liability company, that is not shown as Named Insured in the Declarations.
- C. With respect to the coverage provided under this endorsement, **SECTION III – LIMITS OF INSURANCE** is replaced by the following:

#### LIMIT OF INSURANCE

The most we will pay for "loss" to "hired autos" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

3. The Limit of Insurance shown in the Schedule of this endorsement.

The limits applicable to temporary transportation expenses and the towing and labor costs, as covered under this endorsement, are in addition to the Limits of Insurance.

- D. With respect to the coverage provided under this endorsement, **SECTION IV – COMMERCIAL LIABILITY CONDITIONS** is replaced by the following:

#### **HIRED AUTO CONDITIONS**

##### **1. Loss Conditions**

###### **a. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

###### **b. Duties In The Event of Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- (1) In the event of "loss", you must give us or our authorized representative prompt notice of the "loss" that includes how, when and where the "loss" occurred. To the extent possible, you will also provide the names and addresses of any witnesses or injured persons.
- (2) Additionally, you must:
  - (a) Assume no obligation, make no payment or incur any expense without our consent, except at your own cost.

(b) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(c) Promptly notify the police if any "hired auto" or any of its equipment is stolen.

(d) Take all reasonable steps to protect the "hired auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(e) Permit us to inspect the "hired auto" and records proving the "loss" before its repair or disposition.

(f) Agree to examination under oath at our request and give us a signed statement of your answers.

(g) Immediately send us copies of any request, demand, order, notice, summons, or legal paper received concerning any claim or suit involving any covered "hired auto".

##### **c. Legal Action Against Us**

No one may bring a legal action against us under this endorsement until there has been full compliance with all of the terms of this endorsement.

##### **d. Loss Payment**

At our option we may:

- (1) Pay for, repair, or replace damaged or stolen property;
- (2) Return the stolen property, at our expense. We will pay for any damage that results to the "hired auto" from the theft, or
- (3) Take all or any part of the damaged or stolen property at an agreed or appraised value.

##### **e. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this endorsement has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "loss" to impair them.

## 2. General Conditions

### a. Bankruptcy

Bankruptcy or insolvency of the Named Insured or the Named Insured's estate will not relieve us of any obligations under this Coverage Form.

### b. Fraud

We do not provide coverage for any insured ("insured") who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss ("loss") or damage for which coverage is sought under this policy.

**However, with respect to insurance provided under the COMMERCIAL AUTOMOBILE COVERAGE PART,** we will provide coverage to such "insured" for damages sustained by any person who has not made fraudulent statements or engaged in fraudulent conduct if such damages are otherwise covered under the policy.

### c. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### d. No Benefit To Bailee

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this endorsement.

### e. Other Insurance

- (1) This endorsement provides primary insurance for a "hired auto".
- (2) When this endorsement and any other insurance covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of this endorsement bears to the total of

the limits of all insurance covering on the same basis.

### f. Policy Period, Coverage Territory

- (1) Under this endorsement, we cover "losses" occurring:
  - (a) During the policy period shown in the Declarations; and
  - (b) Within the coverage territory.
- (2) The coverage territory is:
  - (a) The United States of America;
  - (b) The territories and possession of the United States of America;
  - (c) Puerto Rico; and
  - (d) Canada.

We also cover "loss" to a "hired auto" while being transported between any of these places.

### E. With respect to the coverage provided under this endorsement:

1. The "auto" definition under **SECTION V – DEFINITIONS** is replaced by the following:
  - a. "Auto" means a private passenger motor vehicle. A motor vehicle that is a truck, pickup, or van shall be considered a private passenger motor vehicle only if it has a Gross Vehicle Weight of 10,000 pounds or less. A trailer with a load capacity of 2,000 pounds or less designed for travel on public roads shall also be considered a private passenger motor vehicle. Trailer includes semitrailers.
2. The following are added under **SECTION V – DEFINITIONS**.
  - a. "Hired auto" means any "auto" you lease, hire, rent, or borrow from others and which is used in connection with your business. This does not include any "auto":
    - (1) You lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company or members of their households; or
    - (2) That is leased, hired, rented or borrowed with a driver or operator.
  - b. "Loss" means direct and accidental loss or damage.

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

## **INDEPENDENT CONTRACTORS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that this policy shall not apply to "bodily injury", "property damage", or "personal injury" arising out of operations performed for any insured by independent contractors or acts or omissions of any insured in connection with his general supervision of such operations.

All other terms and conditions remain unchanged.

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

## **LEAD BASED PAINT EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to claims for bodily injury, personal injury or property damage, or any other loss, injury or damage, arising out of exposure to, inhalation of or ingestion of lead based paint or any substance or matter containing lead paint or the residue of lead paint.

All other terms and conditions remain unchanged.

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

## **NON-ACCUMULATION OF LIMITS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

If an occurrence, claim or suit covered under this policy is also covered under another policy issued by us, the maximum Each Occurrence Limit payable by us for such occurrence, claim or suit under all applicable policies will not exceed the amount stated in the Declarations of the policy with the highest Each Occurrence Limit of Insurance.

All other terms and conditions remain unchanged.

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

## **PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES) we will also pay those sums that the insured becomes legally obligated to pay as damages resulting from the insured's negligent act, error, or omission in providing "printing services".**

**B. For the purposes of this endorsement only, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - LIABILITY) is amended as follows:**

**1. Exclusions 2.b. and 2.e. are replaced by the following:**

This insurance does not apply to:

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**e. Employer's Liability**

"Bodily injury" to:

**(1)** An "employee" of the insured arising out of and in the course of:

- (a)** Employment by the insured; or
- (b)** Performing duties related to the conduct of the insured's business.

**(2)** The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph **(1)** above.

This exclusion applies:

- (i)** Whether the insured may be liable as an employer or in any other capacity; and
- (ii)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**2. The following are added under 2. Exclusions:**

This insurance does not apply to:

**p. Professional Services**

"Bodily injury" or "property damage" due to rendering of or failure to render any professional services, except those covered by this endorsement, including but not limited to:

- (1)** Advertising or engineering services;
- (2)** Any professional advice or instruction, other than that usual to "printing services"; or
- (3)** "Printing Services" performed for the insured by others.

**q. Criminal Acts**

"Bodily injury" or "property damage" arising out of any criminal act, including but not limited to fraud, sexual abuse, or molestation committed by the insured or any person for whom the insured is legally responsible.

**r. Publishing Activities**

"Bodily injury" or "property damage" arising out of:

- (1)** The insured's publishing operations; or
- (2)** The writing, editing, marketing, distributing, advertising or promoting of a customer's printed material.

- C. Under **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES)** we will also pay those sums that the insured becomes legally obligated to pay as damages resulting from the insured's negligent act, error or omission in providing "printing services".
- D. For the purposes of this endorsement only, **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – LIABILITY)** is amended as follows:  
**Exclusion 2.i.** is replaced by the following  
**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**  
 "Personal and advertising injury" arising out of plagiarism or the infringement of copyright, patent, trademark, trade secret, service mark, trade name or other intellectual property rights.  
 However, this exclusion does not apply to infringement, in your advertisement of copyright, trade dress, or slogan.  
 The following is added under **2. Exclusions:**  
**o. Economic loss**  
 Economic loss arising out of or resulting from:  
 (1) Cost guarantees;  
 (2) Estimates of probable costs or cost estimates being exceeded;  
 (3) For monies paid or allegedly paid to you;  
 (4) Reimbursement of cost of printing or printing materials;  
 (5) Any default by or on behalf of the insured with respect to the performance of any contract or agreement;  
 (6) The printing of entry forms, tickets or similar items for lotteries or other games of chance;  
 (7) In whole or in part, by any willful, dishonest, fraudulent, criminal or malicious acts, errors or omissions of any insured, whether acting alone or in collusion with others;  
 (8) The insolvency or bankruptcy of the insured; or  
 Fines, penalties, punitive damages, or loss from emotional or mental distress.
- E. For the purposes of this endorsement only, **SECTION V – DEFINITIONS** is amended by adding the following new definition:  
 "Printing services" means activities normal to the Graphic Arts Industry involved in the mechanical work of production of printed materials.
- F. For the purpose of determining the limits for the insurance provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence" with respect to "bodily injury" or "property damage" and one offense with respect to "personal and advertising injury".

*SERFF Tracking Number:*      *TWRG-125487205*                      *State:*                      *Arkansas*  
*Filing Company:*              *Tower Insurance Company of New York*              *State Tracking Number:*              *EFT \$50*  
*Company Tracking Number:*      *08-AR-3-GL-040*  
*TOI:*                      *17.2 Other Liability - Occurrence Only*              *Sub-TOI:*                      *17.2001 Commercial General Liability*  
*Product Name:*              *Independent GL Rule and Form Filing*  
*Project Name/Number:*              *Independent GL Rule and Form Filing/08-AR-3-GL-040*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: TWRG-125487205 State: Arkansas  
Filing Company: Tower Insurance Company of New York State Tracking Number: EFT \$50  
Company Tracking Number: 08-AR-3-GL-040  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: Independent GL Rule and Form Filing  
Project Name/Number: Independent GL Rule and Form Filing/08-AR-3-GL-040

## Supporting Document Schedules

<b>Satisfied -Name:</b> Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b> Accepted for Informational Purposes 02/20/2008
<b>Comments:</b> Please see attached.	
<b>Attachment:</b> 02-14-08 ARPCTD-1.pdf	
<b>Satisfied -Name:</b> Cover Letter	<b>Review Status:</b> Accepted for Informational Purposes 02/20/2008
<b>Comments:</b> Please see attached.	
<b>Attachment:</b> 02-14-08 Cover letter-F.pdf	
<b>Satisfied -Name:</b> Forms Memorandum	<b>Review Status:</b> Accepted for Informational Purposes 02/20/2008
<b>Comments:</b> Please see attached.	
<b>Attachment:</b> 02-14-08 GL Forms Memorandum.pdf	

## Property & Casualty Transmittal Document

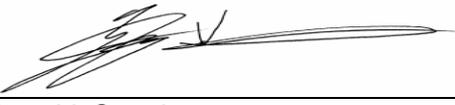
<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>
Tower Group Companies	3703

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Tower Insurance Company of New York	New York	44300	13-3548249	

<b>5. Company Tracking Number</b>	<b>08-AR-3-GL-040</b>
-----------------------------------	-----------------------

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

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Faye V. Storch Tower Group Companies 120 Broadway, 31 <sup>st</sup> Floor New York, N.Y. 10271-3199	Senior Business Analyst	212-655-2189	631-824-9203	fstorch@twrgroup.com
<b>7.</b>	Signature of authorized filer				
<b>8.</b>	Please print name of authorized filer		Faye V. Storch		

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

<b>9.</b>	Type of Insurance (TOI)	17.0 Other Liability-Occ/Claims Made
<b>10.</b>	Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability
<b>11.</b>	State Specific Product code(s)(if applicable)[See State Specific Requirements]	17.2 Other Liability-Occ Only
<b>12.</b>	Company Program Title (Marketing title)	N/A
<b>13.</b>	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14.</b>	Effective Date(s) Requested	New: 03/20/08      Renewal: 03/20/2008

## Property & Casualty Transmittal Document---

<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16.</b>	<b>Reference Organization</b> (if applicable)	N/A
<b>17.</b>	<b>Reference Organization # &amp; Title</b>	N/A
<b>18.</b>	<b>Company's Date of Filing</b>	02/14/2008
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved
<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	08-AR-3-GL-040

<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Tower Insurance Company of New York submits for your review and approval, twenty-four (24) endorsements to be used in conjunction with ISO's Commercial General Liability Coverage Form(s), currently on file with your Department. Please refer to the attached Forms Memorandum for information about each form.

The rules associated with this filing were filed under separate cover.

We wish to make this filing effective for all policies effective on or after March 20, 2008, or the earliest date permitted by your state.

Your favorable consideration and approval are respectfully requested.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<p><b>Check #: EFT</b>  <b>Amount: \$50.00</b>                  \$50.00 Form Filing</p> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p>	

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



120 BROADWAY, 31ST FLOOR  
NEW YORK, NEW YORK 10271-3199

Faye V. Storch  
Senior Business Analyst  
Home Office Underwriting

Telephone: (212) 655-2189  
Facsimile: (631) 824-9203  
E-mail: fstorch@twrgrp.com

February 14, 2008

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

**FORMS**

**RE: Tower Insurance Company of New York**  
NAIC # 3703-44300 FEIN # 13-3548249  
**Commercial General Liability**  
**Form Filing**  
**Company Filing Number: 08-AR-3-GL-040**

Dear Commissioner Bowman:

Tower Insurance Company of New York submits for your review and approval, twenty-four (24) endorsements to be used in conjunction with ISO's Commercial General Liability Coverage Form(s), currently on file with your Department. Please refer to the attached Forms Memorandum for information about each form.

The rules associated with this filing were filed under separate cover.

We wish to make this filing effective for all policies effective on or after March 20, 2008, or the earliest date permitted by your state.

Your favorable consideration and approval are respectfully requested.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Faye V. Storch', with a long horizontal flourish extending to the right.

Faye V. Storch

**TOWER INSURANCE COMPANY OF NEW YORK**  
**COMMERCIAL GENERAL LIABILITY**  
**STATE OF ALABAMA**  
**FORMS MEMORANDUM**

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1. **Additional Insured – Manager or Lessors of Premises, Form No. CG9 20 02 09 06** – The intent of this endorsement is to clarify that we will provide coverage to the additional insured for its vicarious liability but not provide coverage for the negligent acts of the additional insured itself. There are no rating implications associated with this optional endorsement.
2. **Additional Insured – Owners, Lessees or Contractors – Schedule Person or Organization, Form No. CG9 20 01 08 06** – We are proposing to utilize this optional endorsement with our artisan and contractor business, in lieu of ISO forms CG 20 10 or CG 20 09. We feel the ISO endorsements are ambiguous in terms of using the term “liability arising out of your ongoing operation performed for that insured”. The intent of this endorsement is to limit coverage afforded to the additional insured for vicarious liability for acts or omissions of the named insured. The ISO forms can and have been interpreted to provide coverage to the additional insured for its direct act of negligence. This was the case in *Con Edison V Hartford Insurance Co.*, 610 NYS 2d 219 (1<sup>st</sup> Dept 1994). In this case the Court, in interpreting the phrase “arising out of”, held that the phrase was ambiguous in that it did not clearly and unmistakably exclude coverage for the additional insured’s direct negligence. The Court stated that “if the parties intended to exclude coverage arising out of the negligence of Con Edison, such language could have easily been added into the subject endorsement.” Please see the attached rating rule associated with this optional endorsement.
3. **Amendatory Endorsement – Supplemental, Form No. CG9 24 01 09 06** – The intent of this form is to clarify that if an insured unintentionally fails to disclose an occurrence or hazard existing at the policy’s inception date, we will not deny coverage under the policy because of such failure. Please see the attached rating rule associated with this optional endorsement.
4. **Asbestos Exclusion, Form No. CG9 21 01 05 06** – We intend to insure many older, pre-war buildings in the fringe area where asbestos is likely to be present in the plumbing, flooring, ceiling and other systems throughout the buildings. We foresee that the loss potential on such claims could prove catastrophic because a great portion of it habitational and lessors’ risk is likely to be older buildings constructed during a period in which asbestos was commonly used as a building material. Additionally, while we currently can utilize ISO’s Total Pollution Exclusion Endorsement, Form No. CG 21 49 (09/99) on file with your Department, it is not clear whether the definition of a pollutant contained in the endorsement also includes asbestos. Accordingly, we wish to explicitly exclude coverage for asbestos in the event that it is deemed not to be included within ISO’s Total Pollution Exclusion. There are no rating implications associated with this mandatory endorsement.
5. **Assault and Battery Exclusion, Form No. CG9 21 05 05 06** - This proposed form merely serves to clarify the intent of the Commercial General Liability Policy, specifically clarifying the scope of the intentional tort coverage being acquired. It is our intention to attach this Endorsement on all policies where there is an assault and battery exposure.
6. **Barbers and Beauticians Professional Liability, Form No. CG9 04 12 09 06** – This proposed endorsement will be used to provide professional liability coverage for BI, PD and Personal Injury & Advertising Injury or other injury arising of the rendering, or failure to render, professional services in the operation of a barber shop or beauty salon. Please see the attached rating rule associated with this optional endorsement.
7. **Classification Limitation Endorsement, Form No. CG9 21 09 08 06** – The intent of this endorsement is to clarify that no coverage is provided for any classification code or operation performed by the Named Insured that is not specifically listed in the Declarations of the Policy. There are no rating implications associated with this optional endorsement.

8. **Construction Exclusion, Form No. CG9 21 07 05 06** – We intend to use this form with our commercial real estate risks. The intent of this endorsement is to clarify that any BI, PD or Personal & Advertising Injury that results from construction performed on the insured premises is not covered on the CGL policy. There are no rating implications associated with this optional endorsement.
9. **Cross Suits Exclusion, Form No. CG9 21 11 09 06** – The intent of this endorsement is to clarify that under the CGL policy, coverage does not apply to any liability of one insured for property damage to the property of another insured. There are no rating implications associated with this optional endorsement.
10. **Discrimination Exclusion, Form No. CG9 21 03 05 06** – This form excludes claims based upon damages arising out of discrimination, based on sex, race, creed, etc., parallels those protections contained in Title VII of the Federal Civil Rights Act. This form merely makes explicit exclusions, which are codified under Federal Law and the mandates of which the policy is subject to, even absent the Discrimination Exclusion Endorsement. There are no rating implications associated with this mandatory endorsement.
11. **Employee Benefits Liability Coverage, Form No. CG9 04 01 05 06** – This endorsement will be an optional coverage for an additional flat charge. This endorsement provides coverage for the employer negligent act or omissions that result in the failure to enroll eligible employees in any part of the employer's benefit package. Please see the attached rating rule associated with this optional endorsement.
12. **Employment Discrimination and Related Practices Exclusion, Form No. CG9 21 02 05 06** – The wording of this proposed endorsement is closely based upon ISO's Employment-Related Practices Exclusion, Form No. CG 21 47. There are no rating implications associated with this optional endorsement.
13. **Exclusion – Designated Work, Form No. CG9 21 10 08 06** - We are proposing to utilize this endorsement with our contractors business, in lieu of ISO form CG 21 34. All Products/Completed Operations references have been removed. There are no rating implications associated with this optional endorsement.
14. **Exclusion – Work or Operations Within the State of New York, Form No. CG9 21 12 09 06** – We are proposing this endorsement due to New York Labor Laws, as we are unable to write contractors in New York with the type of coverage we make available in your State. For contractors who may perform jobs in New York, the premium charge is not contemplating assignments in New York or its labor law. As such we are filing this form so that we can be a market for contractors in your State, offering broad coverages without having to contend with New York exposure. There are no rating implications associated with this optional endorsement.
15. **Firearms Exclusion, Form No. CG9 21 04 05 06** – This endorsement excludes coverage for any injury, death, claims or actions occasioned directly or an incident to the discharge of firearms by person or persons on or about the insured premises. We intend to allow a 1% credit on risks which the Firearms Endorsement is attached. Please see the attached rating rule associated with this optional endorsement.
16. **Funeral Directors Professional Liability, Form No. CG9 04 13 09 06** – This proposed endorsement will be used to provide professional liability coverage for BI, PD and Personal Injury & Advertising Injury or other injury arising of the rendering, or failure to render, professional services as a funeral director. Please see the attached rating rule associated with this optional endorsement.
17. **Garagekeepers Legal Liability, Form No. CG9 04 03 05 06** – We propose to offer these coverages to small risks under a package policy or a monoline CGL policy. It is therefore not practicable to provide such coverages on a separate Auto or Garage Policy, as the premium is minimal. Therefore, we propose to incorporate this coverage into the Commercial General Liability Form. Please see the attached rating rule associated with this optional endorsement.

18. **General Liability Extension Endorsement, Form No. CG9 04 11 09 06** – Please see the attached Forms Memorandum Addendum which explains this proposed form’s usage. Also, please see the attached rule for the rating associated with this optional endorsement.
19. **Hired and Non-Owned Auto Coverage, Form No. CG9 04 02 05 06** – We propose to offer these coverages to small risks under a package policy or a monoline CGL policy. It is therefore not practicable to provide such coverages on a separate Auto or Garage Policy, as the premium is minimal. Therefore, we propose to incorporate this coverage into the Commercial General Liability Form. Please see the attached rating rule associated with this optional endorsement.
20. **Hired Auto Physical Damage, Form No. CG9 04 04 05 06** – We propose to offer this from to small risks under a package or CGL policy. As such, the coverage is incidental to the primary commercial liability coverage. It is therefore not practical to provide such coverage on a separate auto or garage policy as the premium is minimal. As such, we propose to incorporate this coverage as part of our commercial general liability coverage. Please see the attached rating rule associated with this optional endorsement.
21. **Independent Contractors Exclusion, Form No. CG9 21 08 08 06** – This proposed endorsement will preclude us from covering the independent contractor’s exposure for small contractors for which adequate premium commensurate with exposure is generally not developed. The contractors we intend to write are small contractors who generally do not report their independent contractors to us. These independent contractors are typically one-man operations who do not carry any insurance. We do not want to cover any vicarious liability from other parties, which are not included under our contract. There is no premium charge for this increased exposure, however, if a contractor wishes to purchase this additional coverage, we will offer this coverage at no additional charge as long as the contractor supplies us with the exposure of the third party contractor. We can then properly assess the contractor exposure and charge them the appropriate rate we have on file with your Department. There are no rating implications associated with this optional endorsement.
22. **Lead Based Paint Exclusion, Form No. CG9 21 06 05 06** – This exclusion will be attached to policies insuring structures, which may have a significant potential for lead loss exposure, unless certification from a reputable laboratory is provided that the property is lead free. There are no rating implications associated with this optional endorsement.
23. **Non-Accumulation of Limits, Form No. CG9 25 01 05 06** – The intend of this endorsement is to clarify that if an occurrence, claim or suit covered under this policy is also covered under another policy issued by us, the maximum Each Occurrence Limit payable by us for such occurrence, claim or suit under all applicable policies will not exceed the amount stated in the Declarations of the policy with the highest Each Occurrence Limit of Insurance. There are no rating implications associated with this optional endorsement.
24. **Printers Errors and Omissions Liability Coverage, Form No. CG9 04 14 09 06** – This proposed endorsement will be used to provide liability coverage for the insured’s negligent acts, errors or omissions in providing printing services. The endorsement does not apply to any claim resulting from any publishing function. Please see the attached rating rule associated with this optional endorsement.