

SERFF Tracking Number: HART-125438109 State: Arkansas
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: FN.13.408.2008.06
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Educators General Liability Endorsements
Project Name/Number: Private Education - MM/FN.13.408.2008.06

Filing at a Glance

Companies: Hartford Casualty Insurance Company, Hartford Insurance Company of the Midwest, Hartford Underwriters Insurance Company, Property and Casualty Insurance Company of Hartford, Twin City Fire Insurance Company, Hartford Accident and Indemnity Company, Hartford Fire Insurance Company

Product Name: Educators General Liability SERFF Tr Num: HART-125438109 State: Arkansas
Endorsements

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: FN.13.408.2008.06 State Status: Fees verified and received

Filing Type: Form Co Status: Initial Filing Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Disposition Date: 03/14/2008

Authors: Joyce Driscoll, Claire Dubord, Marilu Gonzalez, Mary Welch

Date Submitted: 03/06/2008 Disposition Status: Approved

Effective Date Requested (New): 04/05/2008 Effective Date (New):

Effective Date Requested (Renewal): 04/05/2008 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Private Education - MM

Project Number: FN.13.408.2008.06

Reference Organization:

Reference Title:

Filing Status Changed: 03/14/2008

State Status Changed: 03/14/2008

Corresponding Filing Tracking Number:

Filing Description:

Attached is Form HC 26 37 04 08 Educators General Liability Endorsement.

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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Company and Contact

Filing Contact Information

Joyce Driscoll, Filing Analyst joyce.driscoll@thehartford.com
 690 Asylum Avenue (860) 547-3468 [Phone]
 Hartford, CT 06055 (860) 547-5941[FAX]

Filing Company Information

Hartford Casualty Insurance Company	CoCode: 29424	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0294398	

Hartford Insurance Company of the Midwest	CoCode: 37478	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1008026	

Hartford Underwriters Insurance Company	CoCode: 30104	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1222527	

Property and Casualty Insurance Company of Hartford	CoCode: 34690	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1276326	

Twin City Fire Insurance Company	CoCode: 29459	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0732738	

Hartford Accident and Indemnity Company	CoCode: 22357	State of Domicile: Connecticut
690 Asylum Ave	Group Code: 91	Company Type: Property

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Hartford, CT 06115
(860) 547-5000 ext. [Phone]

Group Name:
FEIN Number: 06-0383030

State ID Number:

Hartford Fire Insurance Company
Hartford Plaza
690 Asylum Avenue
Hartford, CT 06115
(860) 547-5000 ext. [Phone]

CoCode: 19682
Group Code: 91
Group Name:
FEIN Number: 06-0383750

State of Domicile: Connecticut
Company Type:

State ID Number:

SERFF Tracking Number: HART-125438109 State: Arkansas
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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Casualty Insurance Company	\$50.00	03/06/2008	18368098
Hartford Insurance Company of the Midwest	\$0.00	03/06/2008	
Hartford Underwriters Insurance Company	\$0.00	03/06/2008	
Property and Casualty Insurance Company of Hartford	\$0.00	03/06/2008	
Twin City Fire Insurance Company	\$0.00	03/06/2008	
Hartford Accident and Indemnity Company	\$0.00	03/06/2008	
Hartford Fire Insurance Company	\$0.00	03/06/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/14/2008	03/14/2008

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Disposition

Disposition Date: 03/14/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

SERFF Tracking Number: HART-125438109 *State:* Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	Educators General Liability Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Educators General Liability Endorsement	HC 26 37 04 08		Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 HC 26 37 10 01 Previous Filing #:		HC 26 37 04 08.pdf



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EDUCATORS GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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1. CORPORAL PUNISHMENT/EXPECTED OR INTENDED INJURY

Exclusion a. of **Section I - Coverage A – Bodily Injury And Property Damage Liability** 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:
 - (1) the use of reasonable force to protect persons or property; or
 - (2) Corporal punishment to your student, if administered by or at the direction of any insured.

2. TRANSPORTATION OF STUDENTS EXCLUSION AND NON-OWNED WATERCRAFT EXCEPTION

With respect to the transportation of students, Exclusion g. of Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by an insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

However, this exclusion does not apply to watercraft that is:

- (1) Not owned by you; and
- (2) Not being used to carry persons for a charge.

3. ADDITIONAL INSUREDS

Section II - Who Is An Insured, Paragraph 2., is amended to include as insureds any of the following but only with respect to their duties in connection with the positions described below:

- a. Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution.
- b. Any of your board members or commissioners if you are a public board or commission.
- c. Any of your students participating in a supervised internship program in satisfaction of curriculum requirements, but only while performing services or activities within the scope of the internship program.
- d. Parent-teacher organizations or associations are insureds, but only if the organization or association is under the direct supervision of your governing board and only while performing services or activities authorized by you. A parent-teacher organization or association is not an insured if it is insured under any other insurance.

4. PER CAMPUS - GENERAL AGGREGATE

The General Aggregate Limit under **Section III - Limits Of Insurance** applies separately to each "campus".

"Campus" 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.

5. MEDICAL PAYMENTS FOR STUDENTS AND STUDENT ATHLETES

Section 1 - Coverage C - Medical Payments is amended as follows:

Paragraph 2. **Exclusions c.** and **e.** do not apply to your students, or to athletic participants who are students at another school and are on premises you own, rent or lease for the purpose of attending or participating in a sponsored sporting event hosted by your school.

If other valid and collectible insurance applies to your students, or to athletic participants as described above, for a loss covered under this paragraph, this insurance is excess over such other insurance, whether primary, excess, contingent or any other basis.

This provision does not apply if **Coverage C - Medical Payments** is excluded by endorsement.

6. INCIDENTAL MEDICAL MALPRACTICE FOR SCHOOLS

A. Incidental Medical Malpractice

Paragraph 1.e Incidental Medical Malpractice of Section I – Coverage A Bodily Injury and Property Damage Liability, is replaced by the following:

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician, paramedic, athletic trainer, school psychologist, counselor, audiologist or other allied health personnel shall be deemed to be caused by an "occurrence".
- (2) Coverage under this paragraph only applies if:
 - (a) The physician, dentist, nurse, emergency medical technician, paramedic, athletic trainer, school psychologist, counselor, audiologist or other allied health personnel is employed by you or does work on your behalf to provide such services; and
 - (b) Such services were not provided through a hospital or public clinic owned or operated by you.
- (3) For the purpose of determining the limits of insurance for incidental medical malpractice to which this coverage applies, any act or omission together with all related acts or omissions in the furnishing of these services will be considered one "occurrence".
- (4) If other valid and collectible insurance is available to any insured for a loss covered under this paragraph, this insurance is excess over such other insurance, whether primary, excess, contingent or any other basis.

B. Who is an Insured

Paragraph 2.a.(1) (a) through (d) of **Section II – Who Is an Insured** is replaced by:

2. Each of the following is also an insured:

a. Employees and Volunteer workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or 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" or "volunteer workers" are insureds 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), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" 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 because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

- (d)** Arising out of his or her providing or failing to provide professional health care services if they are employed by you as a physician, dentist, physician's assistant or nurse practitioner.

7. FOREIGN TRAVEL

Paragraph **6. c. (2)** of the definition "coverage territory" of **Section V - Definitions** is replaced by the following:

- 6. c. (2)** The activities of a person whose home is in the territory described in **a.** above, but is away for a specific time on your business or a foreign study trip sponsored by you; or

8. DISCRIMINATION

A. Section V – Definitions, Paragraph 17. h. of the definition of "personal and advertising injury" is replaced by the following:

17. h. Discrimination, meaning the unintended discriminatory impact of school policies, procedures, and practices, or other acts or omissions, but not the intended differential treatment of individuals or groups on the basis of their status, including, but not limited to, race, color, religion, sex, national origin, handicap, sexual orientation, or veteran's status. Discrimination does not include any act or omission for which an insurer is prohibited by law from paying damages.

B. Exclusion t. of Section I - Coverage B – Personal and Advertising Injury Liability is deleted.

9. EXCLUSION FOR HOSPITALS OR PUBLIC CLINICS

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the insured's ownership or operation of any hospital or public clinic.

SERFF Tracking Number: *HART-125438109* *State:* *Arkansas*
First Filing Company: *Hartford Casualty Insurance Company, ...* *State Tracking Number:* *EFT \$50*
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TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
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Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 03/14/2008

Comments:
Attached is the Uniform Transmittal Document-Property & Casualty.

Attachment:
AR f PC-TD-1.pdf

Satisfied -Name: Explanatory Memorandum
Review Status: Approved 03/14/2008

Comments:
Attached is the Explanatory Memorandum.

Attachment:
CW f Educators EM.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only

2. Insurance Department Use only	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3. Group Name	Group NAIC #
Hartford Financial Services Group	00914

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Hartford Fire Ins. Co.	Connecticut	00914-19682	06-0383750	
Hartford Accident & Indemnity Co.	Connecticut	00914-22357	06-0383030	
Hartford Casualty Ins.Co.	Indiana	00914-29424	06-0294398	
Hartford Underwriters Ins. Co.	Connecticut	00914-30104	06-1222527	
Twin City Fire Ins.Co.	Indiana	00914-29459	06-0732738	
Hartford Ins. Co. of the Midwest	Indiana	00914-37478	06-1008026	
Property & Casualty Ins. Co. of Hartford	Indiana	00914-34690	06-1276326	

5. Company Tracking Number	FN.13.408.2008.06
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Mary M. Welch				
	Hartford Plaza, Hartford, CT 06115		860-547-4155	860-547-	@TheHartford.com

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

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

9. Type of Insurance (TOI)	17.0000
10. Sub-Type of Insurance (Sub-TOI)	17.0001
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Educators
13. 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)
14. Effective Date(s) Requested	New: 4/5/08 Renewal: 4/5/08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	March 6, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

Arkansas

20. This filing transmittal is part of Company Tracking #	FN.13.408.2008.06
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Revised form

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

Check #: EFT
Amount: \$50.00

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

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

**Explanatory Memorandum
Educators General Liability Endorsement
FN.13.408.2008.06**

FORM

The purpose of this filing is to revise our Educators General Liability Broad Form Endorsement, HC 26 37 to meet the current needs of our Private Education customers. Attached is a side by side comparison of the new edition of the form compared to the old edition. This side-by side document underlines all of the new language and clearly displays the language deleted and replaced.

This filing replaces HC 26 37 10 01 with HC 26 37 04 08. The following is an explanation of the changes made to this form:

The title of this form has been changed to delete the term "broad form", because the coverage within this endorsement both enhances and reduces coverage provided by the Commercial General Liability Coverage Part.

Provision 3. - Additional Insureds:

1. Under section **3c.** of this provision, the Who Is An Insured provision has been modified to add students participating in a supervised internship program in satisfaction of curriculum requirements as insureds, but only while performing services or activities within the scope of the internship program. This provision is not limited to teaching internships.
2. Under section **3d.** of this provision, the Who Is An Insured provision has been modified to add Parent-Teacher Organizations as insureds, but only if the organization is performing authorized activities under the direct supervision of the governing board. However, a PTO will not be considered an insured under this policy if it is insured under any other insurance.

Provision 5. – Medical Payments for Students and Student Athletes

1. We have enhanced the extension of coverage for medical payments to apply to certain individuals participating in sporting events sponsored and hosted by the insured on "premises they own, rent or lease". Previously, this extension of coverage was available only if the sporting event took place on the "campus" of the insured.
2. Medical payments coverage for students and certain student athletic participants under the policy are now subject to medical payments exclusions **a.** and **b.**, "Any Insured" and "Hired Person", where previously these exclusions did not apply to such individuals. This change may constitute a reduction in coverage.

Provision 6. - Incidental Medical Malpractice for Schools

1. We have expanded incidental medical malpractice coverage for the vicarious liability of the school to include the acts of their employed school psychologist, counselor, audiologist or other allied health personnel when the "bodily injury" arises out of the rendering of or failure to render professional health care services. The vicarious liability coverage under the previous endorsement was limited to employed physicians, dentists, nurses, emergency medical technicians, paramedics or athletic trainers.
2. We have also extended the incidental medical malpractice coverage for direct liability of the school psychologist, counselor, audiologist or other allied health personnel when the "bodily injury" arises out of the rendering of or failure to render professional health care services. This coverage applies only as long as they are employed by you or do work on your behalf to provide those services, and such services were not provided through a hospital or public clinic owned or operated by you. The previous endorsement limited the direct liability coverage for the "bodily injury" arising out of the rendering of or failure to render professional health care service on the part of the employed nurses, emergency medical technicians, paramedics or athletic trainers. Please note, however, direct liability for professional health care services is not covered for an employed physician, dentist, physician's assistant or nurse practitioner, in accordance with the restrictions contained in the Who Is an Insured provision of this policy. This restriction in coverage is explained in Item number **5.**, below.
3. We have amended the applicability of incidental medical malpractice coverage where other insurance is available. The new policy shall provide incidental medical malpractice coverage only in excess over any other valid and collectible insurance. This may constitute a reduction in coverage.

4. The previous endorsement contained a medical professional exclusion if the school owns or operates an infirmary with facilities for lodging and treatment or a public clinic or hospital. We have eliminated the restriction on incidental medical malpractice coverage if the school owns or operates an infirmary with facilities for lodging and treatment. This is an expansion in coverage.
At the same time, we have further restricted coverage for a Hospital or Public Clinic – see **Provision 9** of this endorsement.
5. We have amended the Who Is An Insured provision to state that "employees" and "volunteers workers" who are employed by the insured as a physician, dentist, physician's assistant or nurse practitioner are not insureds for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services. The previous endorsement excluded all professionals except any nurse, emergency medical technician, paramedic or athletic trainer. This is an expansion in coverage. However, this could be construed as a restriction in coverage as respects nurse practitioners.

Provision 7. - Foreign Travel:

We have added this new provision to revise the definition of "coverage territory" to be more relevant for schools. This revises the definition of the "coverage territory" to include the activities of a person whose home is in the territory described in the policy, but is away for a specific time on your business or a foreign study trip sponsored by you.

Provision 8. - Discrimination:

We have added this provision to the policy to revise the Personal and Advertising Injury coverage provided in order to provide an education context for our coverage for discrimination claims.

1. The definition of "Personal and Advertising Injury", paragraph **17.h.** of the Commercial General Liability Coverage Part, is revised to confirm that "discrimination" means the unintended discriminatory impact of school policies, procedures, or practices. This amended definition supports our intent to cover only those claims which arise out of unintentional discrimination resulting from school policies and acts or omissions, and confirms our intent to exclude claims for intentional discrimination.
2. As a result of the revised definition, we are also able to delete exclusion **(t)**, which formerly applied to discrimination committed intentionally by directors, officers, partners, or members of the insured. Please note that the revised definition may exclude coverage for unintended discrimination involving acts or omissions not related to a school policy, procedure or practice, to the extent coverage would have otherwise applied to such acts or omissions.
3. We have also deleted "humiliation" from this definition. Therefore, claims alleging "humiliation" alone will not constitute "personal and advertising injury" covered by your new policy. This change constitutes a reduction in coverage.

Provision 9. - Exclusion for Hospitals or Public Clinics:

As noted under **Provision 6.** above, we have eliminated the professional liability exclusion which applied to infirmaries with facilities for lodging and treatment or a public clinic or hospital. In its place, we have attached a complete exclusion for any hospital or public clinic owned or operated by the insured. It is not our intent to cover any claims for "bodily injury", "property damage", or "personal and advertising injury" arising from the insureds ownership or operation of such hospital or public clinic. While this may be considered a reduction in coverage, it has never been our intent to provide such coverage for a hospital or public clinic under the policies written for private schools. Our rates for schools do not contemplate this exposure, and we do not add classifications for such exposures to our school business, therefore we are not collecting any premium for these exposures.

Premium Impact: The Educators General Liability Endorsement, HC 26 37, will continue to be provided to our Private Education accounts, free of charge. The enhancements and reductions in coverage described herein will have no impact on written premium.

Explanatory Memorandum
Educators General Liability Endorsement
FN.13.408.2008.06

ATTACHMENT

HC 26 37 04 08 VS. HC 26 37 10 01 COMPARISON

EDUCATORS GENERAL LIABILITY ~~BROAD FORM~~ ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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9. Exclusion for Hospitals or Public Clinics	3
1. CORPORAL PUNISHMENT/EXPECTED OR INTENDED INJURY	
Exclusion a. of Section I - Coverage A – Bodily Injury And Property Damage Liability 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: (1) The use of reasonable force to protect persons or property; or (2) Corporal punishment to your student, if administered by or at the direction of any insured.	
2. TRANSPORTATION OF STUDENTS EXCLUSION AND NON-OWNED WATERCRAFT EXCEPTION	
With respect to the transportation of students, Exclusion g. of Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following: This insurance does not apply to:	
g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, "loading or unloading" or entrustment to others of any aircraft, "auto" or watercraft that is owned, operated or hired by an insured. For the purpose of this exclusion, the word hired includes any contract to furnish transportation of your students to and from schools. This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured. However, this exclusion does not apply to watercraft that is: (1) Not owned by you; and (2) Not being used to carry persons for a charge.	
3. ADDITIONAL INSUREDS	
Section II - Who Is An Insured, Paragraph 2. , is amended to include as an insured insureds any of the following but only with respect to their duties in connection with the positions described below:	

- a. Any of your trustees or members of your Board of Governors if you are a private charitable or educational institution.
- b. Any of your board members or commissioners if you are a public board or commission.
- ~~c. Any student teachers, graduate teaching assistants, work grant students or interns teaching as part of their educational requirements or performing other educational duties at your direction. Any of your students participating in a supervised internship program in satisfaction of curriculum requirements, but only while performing services or activities within the scope of the internship program.~~
- d. Parent-teacher organizations or associations are insureds, but only if the organization or association is under the direct supervision of your governing board and only while performing services or activities authorized by you. A parent-teacher organization or association is not an insured if it is insured under any other insurance.

4. PER CAMPUS - GENERAL AGGREGATE ~~(Coverage A)~~

The General Aggregate Limit under **Section III - Limits Of Insurance** applies separately to each "campus". "Campus" 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.

5. MEDICAL PAYMENTS FOR STUDENTS AND STUDENT ATHLETES

Section 1 - Coverage C - Medical Payments is amended as follows:

Paragraph 2. **Exclusions** ~~a., b., c.~~ and **e.** do not apply to your students, or to athletic participants who are students at another school and are on ~~your campus premises you own, rent or lease~~ for the purpose of attending or participating in a sponsored sporting event hosted by your school.

~~Coverage for students or athletic participants is excess over any~~ If other valid and collectible insurance available to the student applies to your students, or to athletic participants as described above, for a loss covered under this paragraph, this insurance is excess over such other insurance, whether primary, excess, contingent or any other basis, ~~and the Other Insurance condition is changed accordingly.~~

This provision does not apply if **Coverage C - Medical Payments** is excluded by endorsement.

6. INCIDENTAL MEDICAL MALPRACTICE FOR SCHOOLS

A. Incidental Medical Malpractice

Paragraph ~~1.e.(1)(a) and (b)~~ — Incidental Medical Malpractice of Section I – Coverage A ~~Insuring Agreement~~ **Bodily Injury and Property Damage Liability**, is replaced by the following:

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician, paramedic ~~or~~, athletic trainer, school psychologist, counselor, audiologist or other allied health personnel shall be deemed to be caused by an "occurrence" ~~, but~~.
- (2) Coverage under this paragraph only applies if ~~the~~:
 - (a) The physician, dentist, nurse, emergency medical technician, paramedic ~~or~~, athletic trainer, school psychologist, counselor, audiologist or other allied health personnel is employed by you or does work on your behalf to provide such services; and
 - (b) Such services were not provided through a hospital or public clinic owned or operated by you.
- (3) For the purpose of determining the limits of insurance for incidental medical malpractice to which this coverage applies, any act or omission together with all acts or omissions in the furnishing of these services will be considered one "occurrence".
- (4) If other valid and collectible insurance is available to any insured for a loss covered under this paragraph, this insurance is excess over such other insurance, whether primary, excess, contingent or any other basis.

B. Who is an Insured

Paragraph ~~2.a.(1) (a)~~ through **(d)** of **Section II – Who Is An Insured** is ~~amended to add athletic trainers as insureds~~ replaced by:

2. Each of the following is also an insured:

a. Employees and Volunteer workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or 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.

~~C. If the college or school owns or operates an infirmary with facilities for lodging and treatment or a public clinic or hospital:~~

~~(1) Paragraphs 6.A. and 6.B of this provision do not apply; and~~

~~(2) The following exclusions are added to Section I – Coverage A — However, none of these "employees" or "volunteer workers" are insureds for:~~

(1) "Bodily Injury and Property Damage Liability and Section I - Coverage B - Personal and Advertising Injury Liability:

~~This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" caused by:"~~

~~a. The rendering of or failure(a) To you, to render:~~

~~(1) Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;~~

~~(2) Any health or therapeutic service, treatment, advice your partners or instruction; members (if you are a partnership or~~

~~(3) Any service, treatment, advice joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or instruction for the purpose of appearance her employment or skin enhancement, hair removal performing duties related to the conduct of your business, or replacement or personal grooming to your other "volunteer workers" while performing duties related to the conduct of your business;~~

~~b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or~~

~~The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" 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 because of the injury described in Paragraphs (1)(a) or (b) above; or~~

~~(d) Arising out of his or her providing or failing to provide professional health care services if they are employed by you as a physician, dentist, physician's assistant or nurse~~

7. FOREIGN TRAVEL

Paragraph 6. c. (2) of the definition "coverage territory" of **Section V - Definitions** is replaced by the following:

6. c. (2) The activities of a person whose home is in the territory described in a. above, but is away for a specific time on your business or a foreign study trip sponsored by you; or

8. DISCRIMINATION

A. Section V – Definitions, Paragraph 17. h. of the definition of "personal and advertising injury" is replaced by the following:

17. h. Discrimination, meaning the unintended discriminatory impact of school policies, procedures, and practices, or other acts or omissions, but not the intended differential treatment of individuals or groups on the basis of their status, including, but not limited to, race, color, religion, sex, national origin, handicap, sexual orientation, or veteran's status. Discrimination does not include any act or omission for which an insurer is prohibited by law from paying damages.

B. Exclusion t. of **Section I - Coverage B – Personal and Advertising Injury Liability** is deleted.

9. EXCLUSION FOR HOSPITALS OR PUBLIC CLINICS

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the insured's ownership or operation of any hospital or public clinic.