

SERFF Tracking Number: UTCX-125578681 State: Arkansas
First Filing Company: Utica Mutual Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: GL AR09587CGF01
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: General Liability
Project Name/Number: General Liability/GL AR09587CGF01

Filing at a Glance

Companies: Utica Mutual Insurance Company, Graphic Arts Mutual Insurance Company

Product Name: General Liability

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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: GL AR09587CGF01

State Status: Fees verified and received

Filing Type: Form

Co Status:

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

Author: SPI UticaNational

Disposition Date: 03/28/2008

Date Submitted: 03/25/2008

Disposition Status: Approved

Effective Date Requested (New): 08/01/2008

Effective Date (New):

Effective Date Requested (Renewal):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: General Liability

Status of Filing in Domicile: Pending

Project Number: GL AR09587CGF01

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 03/28/2008

State Status Changed: 03/28/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Our companies would like to revise our General Liability Extension Endorsement. This endorsement provides a package of coverage enhancements that broaden the coverage provided by the Commercial General Liability Coverage Form. We have revised our endorsement to increase the limit of insurance for Medical Payments to \$15,000.

Company and Contact

Filing Contact Information

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Julie Garrabrant, Senior State Filings julie.garrabrant@uticanational.com
Coordinator
180 Genesee Street (315) 734-2000 [Phone]
New Hartford, NY 13413 (315) 734-2252[FAX]

Filing Company Information

Utica Mutual Insurance Company CoCode: 25976 State of Domicile: New York
180 Genesee Street Group Code: 201 Company Type:
New Hartford, NY 13413 Group Name: Utica National State ID Number:
Insurance Group
(315) 734-2000 ext. [Phone] FEIN Number: 15-0476880

Graphic Arts Mutual Insurance Company CoCode: 25984 State of Domicile: New York
180 Genesee Street Group Code: 201 Company Type:
New Hartford, NY 13413 Group Name: Utica National State ID Number:
Insurance Group
(315) 734-2000 ext. [Phone] FEIN Number: 13-5274760

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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 #
Utica Mutual Insurance Company	\$50.00	03/25/2008	18944743

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/28/2008	03/28/2008

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Disposition

Disposition Date: 03/28/2008

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	General Liability Extension Endorsement	Approved	Yes
Form	Policyholders Notice - General Liability Extension 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	General Liability Extension Endorsement	8-E-3548	Ed. 12-2007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 8-E-3548 Previous Filing #:		8-E-3548.PDF
Approved	Policyholders Notice - General Liability Extension Endorsement	8-L-2177	Ed. 12-2007	Policy/Coverage Form		0.00	8-L-2177.PDF

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 FORM

1. INCIDENTAL MALPRACTICE

- a. The definition of "bodily injury" in **SECTION V - DEFINITIONS** is amended to include injury arising out of rendering or failing to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.
- b. Paragraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED** does not apply to nurses, emergency medical technicians or paramedics described in paragraph **a.** above.
- c. Part **(1)** of the **Employers Liability** exclusion under Paragraph **2. Exclusions**, of **SECTION - I COVERAGE A** does not apply to injury to the emotions or reputation of a person arising out of such services.

This Incidental Malpractice Coverage does not apply if you are engaged in the business or profession of providing services described in paragraph **a.** above.

2. EXTENDED PROPERTY DAMAGE

Under Paragraph **2. Exclusions** of **SECTION - I COVERAGE A**, the **Expected Or Intended Injury** exclusion is replaced by the following:

Expected Or Intended Injury

"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.

3. NONOWNED AIRCRAFT AND WATERCRAFT

Under Paragraph **2. Exclusions** of **SECTION - I COVERAGE A**, the **Aircraft, Auto or Watercraft** is replaced by the following:

Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any 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.

This exclusion does not apply to:

- (1) An aircraft that is:
 - (a) Hired, chartered or loaned to an insured with a paid crew; and
 - (b) Not owned by an insured;
- (2) A watercraft while ashore on premises you own or rent;
- (3) 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;

Exceptions **(1)** and **(3)** to this exclusion **g.** do not apply, and exclusion **g.** is fully applicable, to any aircraft or watercraft to which any other insurance covering "bodily injury" or "property damage" is available to the insured. This is so whether the other insurance applies on a primary, excess, contingent or any other basis.

- (4) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (5) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (6) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

4. PROPERTY DAMAGE LIABILITY - ELEVATORS, BORROWED EQUIPMENT and LIMITED COVERAGE FOR DAMAGE TO PERSONAL PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

- a. Under Paragraph 2. Exclusions of SECTION - I COVERAGE A, part (4) of the Damage To Property exclusion applies as follows:
 - (1) This exclusion always applies to "property damage" to property of others which occurs at premises you own, rent or control.
 - (2) With respect to "property damage" to personal property of others which occurs away from premises you own, rent or control, this exclusion will apply only when the "property damage" is:
 - (a) To property which you have contracted to install;
 - (b) The direct result of the property being raised, lowered or otherwise moved by a crane;
 - (c) To "mobile equipment" or an "auto";
 - (d) To that particular part of property which you are attempting to service or repair; or
 - (e) Covered by other insurance which will pay for the "property damage."
 - (3) This exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.
- b. Parts (3), (4) and (6) of the Damage To Property exclusion do not apply to the use of elevators.
- c. The insurance afforded by this section is excess over any valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis, and the OTHER INSURANCE condition is deemed changed accordingly.

5. CONTRACTUAL PERSONAL AND ADVERTISING INJURY

Under Paragraph 2. Exclusions of SECTION - I COVERAGE B, the Contractual Liability exclusion is deleted. However, the coverage provided by this section will not apply if COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY is excluded by any of the exclusions or other provisions of the Coverage Form or by any endorsement.

6. FIRE, LIGHTNING OR EXPLOSION DAMAGE

- a. The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises 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.

- b. Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:

- 6. Subject to 5. above, the greater of:
 - (1) \$500,000; or
 - (2) The Damage To Premises Rented To You Limit shown in the Declarations;

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 fire, lightning or explosion, while rented to you, or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit applies to all loss or damage caused by or resulting from fire, lightning, or explosion; or any combination of these causes

- c. Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, OTHER INSURANCE, the Excess Insurance provision pertaining to fire insurance for premises rented to you or temporarily occupied by you with permission of the owner is replaced by the following:

That is Fire and Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

7. SUPPLEMENTARY PAYMENTS

Under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

- a. The most we will pay for the 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 is increased by \$2,250.
- b. The most we will pay for actual loss of earnings because of time off from work is increased by \$250.

8. BROADENED COVERAGE - EMPLOYEES/VOLUNTEERS

The following replaces paragraph 2.a. under **SECTION II - WHO IS AN INSURED:**

2. Each of the following is also an insured:

- a. 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:

(1) "Employees" is an insured for:

- (a) "Personal and advertising injury":

- (i) 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;

- (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)(i)** above;

- (iii) 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)(i)** or **(ii)** above; or

- (iv) Arising out of his or her providing or failing to provide professional health care services. However, if you have "employees" who are pharmacists in your retail druggist or drugstore operation, they are insured with respect to their providing or failing to provide professional health care services.

(b) "Property damage" to property:

- (i) Owned, occupied or used by,

- (ii) 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", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) "Volunteer workers" is an insured for:

- (a) "Bodily injury" or "personal and advertising injury":

- (i) 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;

- (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)(i)** above;

(iii) 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 **(2)(a)(i)** or **(ii)** above; or

(iv) Arising out of his or her providing or failing to provide professional health care services.

(b) "Property damage" to property:

(i) Owned, occupied or used by,

(ii) 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", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

9. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3. under **SECTION II - WHO IS AN INSURED**, is replaced by the following:

3. Any organization you newly acquire or form; other than a partnership, joint venture or limited liability company; and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

10. SUBSIDIARIES

The following is added under **SECTION II - WHO IS AN INSURED**:

a. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if you own more than 50% of the outstanding securities representing the present right to vote for the election of its directors; or

b. Any organization, not shown in the Declarations as a Named Insured, which is a legally incorporated entity, if more than 50% of the outstanding securities representing the present right to vote for the election of its directors is owned by an organization described in paragraph **10.a.** above; is also an insured.

The insurance afforded under paragraphs **10.a.** and **10.b.** applies only if no other insurance of any kind is available to such entity for this kind of liability.

11. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF LEASED EQUIPMENT, OWNER OF LEASED LAND, MANAGERS OR LESSORS OF PREMISES, ENGINEERS, ARCHITECTS AND SURVEYORS AND VENDORS

The following is added to **SECTION II - WHO IS AN INSURED**:

a. **Additional Insureds - By Contract, Agreement or Permit**

(1) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Commercial General Liability Coverage Form will be an additional insured, but only:

(a) To the extent that such additional insured is held liable for acts or omissions committed by you or your subcontractors during the performance of your ongoing operations for the additional insured.

(b) With respect to property owned or used by, or rented or leased to, you.

The insurance afforded any additional insured under this paragraph **11.a.(1)** will be subject to all applicable exclusions or limitations described in paragraphs **11.b.(1), (2), (3)** and **(4)** and in **11.c.(1), (2), (3), (4), (5)** and **(6)** below.

- (2) Such insurance as is provided by paragraph 11.a.(1) for any additional insured will be primary, if so required by the written contract, agreement or permit. Any other insurance available to such person or organization shall be excess over this insurance.
- (3) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under paragraphs 11.a.(1), (2) and (3) ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

b. Additional Exclusions or Limitations

(1) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs 11.a.(1), (2) and (3) above, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(2) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs 11.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" that takes place after you cease to lease that land; or
- (b) Structural alterations, new construction or demolition operations performed by or for the owner or other interest from whom the land was leased.

(3) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs 11.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to:

- (a) Any "occurrence" that takes place after you cease to be a tenant in those premises; or
- (b) Structural alterations, new construction or demolition operations performed by or for the manager or lessor of those premises.

(4) Engineers, Architects or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs 11.a.(1), (2) and (3) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of the rendering or failing to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of injury.

(5) Vendors of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies 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 and subject to the following additional exclusions:

- (a) This insurance afforded the vendor does not apply to:
 - (i) "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 that the vendor would have in the absence of the contract or agreement;
 - (ii) Any express warranty unauthorized by you;
 - (iii) Any physical or chemical change in the product made intentionally by the vendor;
 - (iv) 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;

- (v) 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;
 - (vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or
 - (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (b) This insurance afforded the vendor does not apply to any person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.
- No insurance will be provided under this Vendors coverage if "bodily injury" or "property damage" under the "products- completed operations hazard" is excluded by any of the exclusions or other provisions of this Coverage Form or by any endorsement.
- c. Such insurance as is afforded for any additional insured under paragraph 11.a. or b. above is subject to all applicable exclusions of 2. Exclusions, **COVERAGE A** (Section I), other than exclusion b. **Contractual Liability**, to all exclusions or limitations stated with the coverage language, and to the following additional exclusions:

This insurance does not apply to:

- (1) The independent acts or omissions of such additional insured.
- (2) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:
 - (a) The occurrence of any "bodily injury" or "property damage"; or
 - (b) The commission of any offense which caused "personal and advertising injury."

- (3) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.
- (4) Any liability arising from injury or damage in connection with a permit issued by a state or political subdivision if the liability is from operations performed for the state or political subdivision.
- (5) Any liability from "bodily injury" or "property damage" arising out of "your work" which is included in the "products-completed operations hazard."

This additional exclusion 11.c.(5) does not apply with respect to such Vendors coverage as is provided under 11.b.(5) above.
- (6) Any person or organization included as an insured under any other provision of Section II - **Who Is An Insured** or included as an additional insured by any endorsement to this policy.

12. INSURED - NONOWNED WATERCRAFT

The following is added to **SECTION II - WHO IS AN INSURED**:

With respect to any 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;

any person who uses or is responsible for the use of such watercraft, with your express or implied consent, is an insured.

Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation or use of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- (1) "Bodily injury" to a co-"employee" of the person operating or using the watercraft; or
- (2) "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

13. MEDICAL PAYMENTS

Paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

7. Subject to 5. above, the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expense Limit which is the greater of:
 - a. \$15,000; or
 - b. The Medical Expense Limit shown in the Declarations.

14. PRIORITY CONDITION

The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

8. In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence", or "personal and advertising injury" from the same offense, the Limits of Insurance will apply in the following order:
 - a. You;
 - b. Your "executive officers", directors, stockholders or "employees", and
 - c. Any other insureds in any order that we choose.

15. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial Liability Conditions, Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This paragraph **a.** applies only if one of the following knows of the "occurrence" or offense:

- (1) You;
- (2) A partner or member, if you are a partnership or joint venture;

- (3) A member or manager, if you are a limited liability company; or

- (4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

This paragraph **b.** will be considered to have been violated only if the violation occurs after the claim or "suit" is known to:

- (1) You;

- (2) A partner or member, if you are a partnership or joint venture;

- (3) A member or manager, if you are a limited liability company; or

- (4) An "executive officer" or insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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

- (3) Cooperate with us in the investigation, or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

16. NOTICE TO COMPANY

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

Notice To Company

If the insured reports an "occurrence" or offense to its Workers Compensation insurer and such "occurrence" or offense later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties in the Event of Occurrence, Offense, Claim or Suit** Condition, only if:

- a. Such failure or omission is not intentional; and
- b. You notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

Unintentional Failure To Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the rights of the insured as respects the insurance afforded by this policy if such failure or omission is not intentional.

18. COVERAGE TERRITORY

Under the **Definitions** Section, "coverage territory" is replaced by the following:

"Coverage territory" means:

- a. The United State of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or
- c. All other parts of the world if:
 - 1) The injury or damage arises out of:
 - a) Goods or products made or sold by you in the territory described in **a.** above;
 - b) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - c) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; and

2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in:

- a) The territory described in **a.** above;
- b) The Commonwealth of the Bahamas, Bermuda, Cayman Islands, and British Virgin Islands; or in a settlement we agree to.

19. BODILY INJURY DEFINITION

Under the **Definitions** Section, "bodily injury" is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; or
- b. Shock, mental anguish or mental injury, including death resulting therefrom, to a person who sustained bodily injury, sickness or disease, provided the shock, mental anguish or mental injury is a consequence of the bodily injury, sickness or disease.

20. PERSONAL AND ADVERTISING INJURY LIABILITY EXTENSION

Under the **Definitions** Section, "personal and advertising injury" is replaced by the following:

"Personal and advertising injury" means injury including mental anguish, shock or humiliation other than "bodily injury" arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution or abuse of process;
3. Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the person occupies;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement";
7. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
8. Discrimination.

As used in this form, discrimination means the act of differentiation based on age, race, color, sex, religion, national origin, physical handicap or sexual preference which violates any applicable federal, state or local statute which pertains to discrimination.

But discrimination does not include acts of differentiation that cause injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above as directed.

Paragraphs a. and b. above apply:

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

21. IMPAIRED PROPERTY

- a. Under the **Definitions** Section, the definition of "impaired property" does not apply.
- b. Exclusions m. and n. under **SECTION I - COVERAGE A** are replaced by the following:
 - m. **Loss Of Use Of Tangible Property**

Loss of use of tangible property which has not been physically injured or destroyed, resulting from:

 - (1) A delay in or lack of performance by you or anyone on your behalf of any contract or agreement; or

- (2) The failure of "your product" or "your work" to meet the level of performance, quality, fitness or durability warranted or represented by or on your behalf.

This exclusion does not apply to loss of use of other tangible property resulting from the sudden or accidental physical injury to or destruction of:

- (1) "Your product"; or
- (2) "Your work";

after such product or work has been put to its intended use.

n. Recall Of Products, Work Or Other Property

Damage claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) Any property of which "your product" or "your work" forms a part;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

22. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

POLICYHOLDERS NOTICE - GENERAL LIABILITY **EXTENSION ENDORSEMENT**

THIS POLICYHOLDERS NOTICE PROVIDES A SUMMARY OF RECENT COVERAGE CHANGES THAT APPLY TO YOUR POLICY. THIS NOTICE PROVIDES NO COVERAGE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. FOR COMPLETE INFORMATION ON YOUR COVERAGES, READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

THIS NOTICE HIGHLIGHTS THE SIGNIFICANT CHANGES IN COVERAGE BUT DOES NOT REFERENCE EVERY EDITORIAL CHANGE MADE IN THE FORM AND NOT ALL COVERAGE FORMS MAY BE INCLUDED IN YOUR POLICY.

PLEASE READ THIS NOTICE CAREFULLY.

Broadenings of Coverage

Medical Payments

The Limit of Insurance for Medical Payments coverage was increased to \$15,000.

Please consult with your agent or broker if you have any questions.



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

<i>SERFF Tracking Number:</i>	<i>UTCX-125578681</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Utica Mutual Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR09587CGF01</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>General Liability</i>		
<i>Project Name/Number:</i>	<i>General Liability/GL AR09587CGF01</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: UTCX-125578681 State: Arkansas
First Filing Company: Utica Mutual Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: GLAR09587CGF01
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: General Liability
Project Name/Number: General Liability/GLAR09587CGF01

Supporting Document Schedules

		Review Status:	
Bypassed -Name:	Uniform Transmittal Document- Property & Casualty	Approved	03/28/2008
Bypass Reason:	Information generates through new version of SERFF.		
Comments:			