

SERFF Tracking Number: LBRM-125585222 State: Arkansas  
Filing Company: America First Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: 2008-00521  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0020 Commercial Umbrella & Excess  
Product Name: Commercial Umbrella  
Project Name/Number: Contractors 6-1-08 8-1-08/CQ 69190

## Filing at a Glance

Company: America First Insurance Company

Product Name: Commercial Umbrella

TOI: 17.0 Other Liability - Claims

Made/Occurrence

Sub-TOI: 17.0020 Commercial Umbrella & Excess

Filing Type: Form

SERFF Tr Num: LBRM-125585222 State: Arkansas

SERFF Status: Closed

State Tr Num: EFT \$50

Co Tr Num: 2008-00521

State Status: Fees verified and received

Co Status:

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

Author: Sarah Lawrence

Disposition Date: 04/17/2008

Date Submitted: 03/29/2008

Disposition Status: Approved

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

Effective Date (New):

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

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Contractors 6-1-08 8-1-08

Project Number: CQ 69190

Reference Organization: n/a

Reference Title: n/a

Filing Status Changed: 04/17/2008

State Status Changed: 04/17/2008

Corresponding Filing Tracking Number:

Filing Description:

Effective June 1, 2008 for New Business and August 1, 2008 for Renewal Business we wish to file our independent forms 14-70 edition 02-2007 Contractors Endorsement to replace the 02-2004 edition currently on file. We also wish to file our new independent forms 14-267 edition 01-2007 Non-Cumulation of Limits Endorsements (Same Occurrence), 14-295 edition 01-2008 Exclusion - Residential Construction Operations, 14-296 edition 01-2008 Waiver of Transfer of Rights of Recovery Against Others To Us - When Required In A Contract or Agreement With You, and 14-299 edition 01-2008 Exclusion - Earth Movement - Products - Completed Operations to be used with our currently approved

Status of Filing in Domicile: Pending

Domicile Status Comments: n/a

Reference Number: n/a

Advisory Org. Circular: n/a

Deemer Date:

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Commercial Umbrella Program.

## Company and Contact

### Filing Contact Information

Sarah Lawrence, State Filings Technician sarah.lawrence@LibertyMutual.com  
 62 Maple Ave (800) 826-6189 [Phone]  
 Keene, NH 03431 (603) 352-9252[FAX]

### Filing Company Information

America First Insurance Company CoCode: 12696 State of Domicile: New Hampshire  
 62 Maple Ave. Group Code: 111 Company Type: P & C  
 Keene, NH 03431 Group Name: State ID Number:  
 (800) 826-6189 ext. [Phone] FEIN Number: 58-0953149  
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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 #
America First Insurance Company	\$50.00	03/29/2008	19131855

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	04/17/2008	04/17/2008

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## Disposition

Disposition Date: 04/17/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LBRM-125585222 State: Arkansas  
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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	memorandum	Approved	Yes
<b>Form</b>	Contractor's Endorsement	Approved	Yes
<b>Form</b>	Non-Cumulation Of Liability (Same Occurrence)	Approved	Yes
<b>Form</b>	Exclusion – Residential Construction Operations	Approved	Yes
<b>Form</b>	Waiver Of Transfer Of Rights Of Recovery Against Others To Us – When Required In A Contract Or Agreement With You	Approved	Yes
<b>Form</b>	Exclusion – Earth Movement - Products- Completed Operations Hazard	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Contractor's Endorsement	14-70	02-2007	Endorsement/Amendment/Conditions	Replaced Form #:0.00 14-70 02-2004 Previous Filing #:		14-70.pdf
Approved	Non-Cumulation Of Liability (Same Occurrence)	14-267	01-2007	Endorsement/Amendment/Conditions		0.00	14-267.pdf
Approved	Exclusion – Residential Construction Operations	14-295	01-2008	Endorsement/Amendment/Conditions		0.00	14-295.pdf
Approved	Waiver Of Transfer Of Rights Of Recovery Against Others To Us – When Required In A Contract Or Agreement With You	14-296	01-2008	Endorsement/Amendment/Conditions		0.00	14-296.pdf
Approved	Exclusion – Earth Movement - Products- Completed Operations Hazard	14-299	01-2008	Endorsement/Amendment/Conditions		0.00	14-299.pdf

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

**CONTRACTOR'S ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY COVERAGE PART**

Paragraph **3. Exclusions** under **SECTION I - COVERAGE** is amended as follows:

**A.** The following exclusions are added:

This insurance does not apply to:

**Consolidated (Wrap-Up) Insurance Program**

"Bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" as a consolidated (wrap-up) insurance program provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**Professional Liability**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional services by you or on your behalf, but only with respect to either or both of the following operations:

- (1) Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
- (2) Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

Professional services include:

- (a) 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 or inspection activities performed as part or any related architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

Exception:

This Professional Liability exclusion does not apply to the extent that valid “scheduled underlying insurance” is applicable to the “bodily injury” or “property damage” described above or would have been applicable to such injury or damage but for the exhaustion of the limits of the “scheduled underlying insurance”. The coverage provided:

- (a) Will follow the provisions, exclusions and limitations of the “scheduled underlying insurance” unless otherwise directed by the insurance; and
- (b) Will be subject to Condition **13. Maintenance Of Scheduled Underlying Insurance**.

### **Explosion, Collapse And Underground Property Damage Hazard**

- (1) “Property damage” included within the “explosion hazard”, the “collapse hazard” or the “underground property damage hazard”.

Exceptions:

This Explosion, Collapse And Underground Property Damage Hazard exclusion does not apply to:

- (a) Operations performed for you by others; or
- (b) “Property damage” included within the “products-completed operations hazard”; or
- (c) The extent that valid “scheduled underlying insurance” is applicable to the “property damage” described above, or would have been applicable to such damage but for the exhaustion of the limits of the “scheduled underlying insurance”.

The coverage provided:

- (i) Will follow the provisions, exclusions and limitations of the “scheduled underlying insurance” unless otherwise directed by this insurance; and
- (ii) Will be subject to Condition **13. Maintenance of Scheduled Underlying Insurance**.

- (2) For the purposes of this exclusion, the following definitions are added to **SECTION V - DEFINITIONS**:

“Collapse hazard” includes “structural property damage” and any resulting “property damage” to any other property at any time.

“Explosion hazard” includes “property damage” arising out of blasting or explosion. The “explosion hazard” does not include “property damage” arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

“Structural property damage” means the collapse of or structural injury to any building or structure due to:

- (a) Grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, cofferdam work or caisson work; or
- (b) Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

“Underground property damage hazard” includes “underground property damage” and any resulting “property damage” to any other property at any time.

“Underground property damage” means “property damage” to wires, conduits, pipes, mains, sewers, tanks,

tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

**B. Exclusion b. is 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.

Exceptions:

This Contractual Liability exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) The extent that valid “scheduled underlying insurance” is applicable to the “bodily injury” or “property damage” described above or would have been applicable to such injury or damage but for the exhaustion of the limits of the “scheduled underlying insurance”. The coverage provided:
  - (a) Will follow the provisions, exclusions and limitations of the “scheduled underlying insurance” unless otherwise directed by the insurance; and
  - (b) Will be subject to Condition **13. Maintenance Of Scheduled Underlying Insurance**.

**C. The following is added to the Exceptions under exclusion s. Personal And Advertising Injury:**

Exceptions:

Provision (5) of this exclusion 3.s. does not apply to:

The extent that valid “scheduled underlying insurance” is applicable to the “personal and advertising injury” described in provision (5) above or would have been applicable to such injury but for the exhaustion of the limits of the “scheduled underlying insurance”. The coverage provided:

- (a) Will follow the provisions, exclusions and limitations of the “scheduled underlying insurance” unless otherwise directed by this insurance; and
- (b) Will be subject to Condition **13. Maintenance of Scheduled Underlying Insurance**.

**D. If Contractors Limited Pollution Liability Coverage – Work Sites** is afforded in the “scheduled underlying insurance” or “unscheduled underlying insurance”, the Exception provision of exclusion **i. Pollution** does not apply with respect to such coverage.

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

**NON-CUMULATION OF LIABILITY  
(SAME OCCURRENCE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to paragraph 4. under **SECTION III - LIMITS OF INSURANCE:**

Non-Cumulation of Liability - Same Occurrence - If one "occurrence" causes "bodily injury" or "property damage" during the policy period and during the policy period of one or more prior, or future, commercial umbrella liability policy(ies) issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policy(ies) because of such "occurrence."

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

**EXCLUSION - RESIDENTIAL CONSTRUCTION OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY COVERAGE PART**

**Designated Work:**

"Your Work" on all single-family housing, multi-family housing, apartments, condominiums, town homes, prisons, dormitories, motels, hotels, time-share units, nursing homes, retirement homes or other structure(s) built for residential occupancy, prior to, or subsequent to, the effective date of the policy to which this endorsement is attached.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the Designated Work described above, regardless of whether such work or operations was performed by you or on your behalf.

This exclusion does not apply if the certificate of occupancy was granted to the property prior to the start of "your work." The exception provided by this paragraph does not apply with respect to maintenance or warranty work performed in connection with "your work" after the certificate of occupancy was granted to the property

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY COVERAGE PART**

Condition **9. Transfer Of Rights Of Recovery Against Others To Us** under **SECTION IV – CONDITIONS** is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – EARTH MOVEMENT – PRODUCTS/COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

A. The following exclusion is added to paragraph 3. **Exclusions** under **SECTION I – COVERAGE**:

### EARTH MOVEMENT

This insurance does not apply to "bodily injury" or "property damage" arising out of, caused by, or attributable to, whether in whole or in part, "earth movement" and included in the "products-completed operations hazard".

This exclusion applies regardless of the cause of the "earth movement" or any other cause or event contributing concurrently or in any sequence or manner to such injury or damage including, but not limited to, the following causes:

- (1) Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
- (2) Water which backs up through sewers or drains;
- (3) Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls or floors;
- (4) Leakage, overflow, or excess water from plumbing, heating, air conditioning, irrigation, or other equipment or appliances;
- (5) Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
- (6) Faulty, inadequate or defective:
  - (a) Planning, zoning, development, surveying, siting;
  - (b) Design specifications, workmanship, repair, constructions, renovations, remodeling, grading, compaction;
  - (c) Materials used in repair, construction, renovation or remodeling; or
  - (d) Maintenance of part or all of any property wherever located.

B. For the purposes of this exclusion, the following definition is added to the **SECTION V - DEFINITIONS**:

"Earth movement", whether effected by natural or man-made causes, includes, but not limited to:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide;
- c. Mudflow;
- d. Earth sinking, rising, shifting, cracking, settling, subsiding, compaction or expansion; or
- e. Soil conditions, which cause settling, cracking or other disarrangement of foundations or other parts or realty whether or not caused by earth movement described above. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

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*TOI:*                      *17.0 Other Liability - Claims Made/Occurrence*      *Sub-TOI:*                      *17.0020 Commercial Umbrella & Excess*  
*Product Name:*              *Commercial Umbrella*  
*Project Name/Number:*      *Contractors 6-1-08 8-1-08/CQ 69190*

## **Rate Information**

Rate data does NOT apply to filing.

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## Supporting Document Schedules

**Satisfied -Name:** memorandum

**Comments:**

**Attachment:**

Memorandum Most States.pdf

**Review Status:**

Approved

04/17/2008

# **Filing Memorandum Commercial Umbrella Contractors Program**

**14-70:**

We are revising this endorsement to make editorial changes under Section A of the endorsement.

- Paragraph (1) is deleted from the Professional Liability Exceptions. It has no relevancy to the coverage provided.
- Under the Contractual Liability Exceptions:
  - The singular term Exception is replaced with the plural term Exceptions
  - The word "To" has been deleted from paragraph (2)

**14-267:**

We are introducing this endorsement for use with risks having the potential for an occurrence that causes injury or damage spanning more than one policy period. It amends the Each Occurrence Limit of the Commercial Umbrella Liability Coverage Form to expressly state that we will reduce the limit by the amounts paid under the other policies for the same occurrence. This endorsement is an underwriting tool that will allow us to entertain risks with continuous injury or damage exposures that we would otherwise avoid because of the potential for stacking limits.

**14-295:**

We are introducing this endorsement to exclude injury or damage arising out of residential construction operations on a blanket basis.

**14-296:**

We are introducing this endorsement in response to insurance requirements under business contracts requiring waiver of the company's right of subrogation. This endorsement expressly states the company's right of subrogation may be waived when the named insured and another party have agreed in a written agreement that the named insured waive such rights against that party, prior to loss.

**14-299:**

We are introducing this endorsement to exclude injury or damage caused by earth movement such as earthquakes, landslide, mudflow, or earth sinking, rising, shifting, settling, cracking, subsiding, compaction or expansion and included within the products and completed operations hazard.