

SERFF Tracking Number: LBRM-125596268 State: Arkansas
First Filing Company: America First Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-00059
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: Contractors Update/

Filing at a Glance

Companies: America First Insurance Company, Peerless Indemnity Insurance Company, Peerless Insurance Company, The Netherlands Insurance Company

Product Name: General Liability SERFF Tr Num: LBRM-125596268 State: Arkansas
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: 2008-00059 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Authors: Scott Edwards, Kelly Disposition Date: 04/29/2008
Joslyn
Date Submitted: 04/14/2008 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 Update Status of Filing in Domicile: Not Filed
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 04/29/2008
State Status Changed: 04/29/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
Effective June 1, 2008 for New and August 1, 2008 for Renewal Business, we wish to file our independent forms that pertain to our Contractors Coverage. Please see to enclosed Form Filing Schedule for a complete list of forms being filed.

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Company and Contact

Filing Contact Information

Kelly Joslyn, State Filings Technician kelly.joslyn@LibertyMutual.com
 62 Maple Avenue (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	

Peerless Indemnity Insurance Company	CoCode: 18333	State of Domicile: Illinois
62 Maple Ave.	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 13-2919779	

Peerless Insurance Company	CoCode: 24198	State of Domicile: New Hampshire
62 Maple Avenue	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 02-0177030	

The Netherlands Insurance Company	CoCode: 24171	State of Domicile: New Hampshire
62 Maple Avenue	Group Code: 111	Company Type: Property & Casualty
Keene, NH 03431	Group Name:	State ID Number:
(800) 826-6189 ext. [Phone]	FEIN Number: 02-0342937	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00

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Retaliatory? No
Fee Explanation: \$50 Arkansas Filing Fee
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
America First Insurance Company	\$50.00	04/14/2008	19532460
Peerless Indemnity Insurance Company	\$0.00	04/14/2008	
Peerless Insurance Company	\$0.00	04/14/2008	
The Netherlands Insurance Company	\$0.00	04/14/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	04/29/2008	04/29/2008

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Disposition

Disposition Date: 04/29/2008

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
Supporting Document	Cover Letter	Approved	Yes
Form	EACH LOCATION GENERAL AGGREGATE LIMIT	Approved	Yes
Form	PROPERTY DAMAGE – BORROWED EQUIPMENT	Approved	Yes
Form	PROPERTY DAMAGE – CUSTOMERS' GOODS	Approved	Yes
Form	AMENDMENT OF OTHER INSURANCE CONDITION	Approved	Yes
Form	NON-CUMULATION OF LIABILITY (SAME OCCURRENCE)	Approved	Yes
Form	PROPERTY DAMAGE – CUSTOMERS' GOODS	Approved	Yes
Form	AMENDMENT OF OTHER INSURANCE CONDITION – DESIGNATED PERSONS OR ORGANIZATIONS	Approved	Yes
Form	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	Approved	Yes
Form	CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)	Approved	Yes
Form	EXCLUSION – CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS	Approved	Yes
Form	CONTRACTORS AMENDMENT OF POLLUTION EXCLUSION (JOB SITES)	Approved	Yes
Form	LIMITED OFF-PREMISES CARE, CUSTODY OR CONTROL COVERAGE	Approved	Yes
Form	ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU	Approved	Yes

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Form	ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU	Approved	Yes
Form	BLANKET ADDITIONAL INSURED CONTRACTORS – PRODUCTS/COMPLETED OPERATIONS	Approved	Yes
Form	ADDITIONAL INSURED – DESIGNATED OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS	Approved	Yes
Form	ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A CONSTRUCTION AGREEMENT WITH YOU – CONTRACTORS – COMPLETED OPERATIONS	Approved	Yes
Form	EXCLUSION - RESIDENTIAL CONSTRUCTION OPERATIONS	Approved	Yes
Form	MEDICAL EXPENSE AT YOUR REQUEST ENDORSEMENT	Approved	Yes
Form	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	EACH LOCATION GENERAL AGGREGATE LIMIT	22-106	(01/07)	Endorsement/Amendment/Conditions New		0.00	22-106 0107.pdf
Approved	PROPERTY DAMAGE – BORROWED EQUIPMENT	22-107	(01/07)	Endorsement/Amendment/Conditions New		0.00	22-107 0107.pdf
Approved	PROPERTY DAMAGE – CUSTOMERS' GOODS	22-108	(01/07)	Endorsement/Amendment/Conditions New		0.00	22-108 0107.pdf
Approved	AMENDMENT OF OTHER INSURANCE CONDITION	22-111	(01/07)	Endorsement/Amendment/Conditions New		0.00	22-111 0107.pdf
Approved	NON-CUMULATION OF LIABILITY (SAME OCCURRENCE)	22-112	(01/07)	Endorsement/Amendment/Conditions New		0.00	22-112 0107.pdf
Approved	PROPERTY DAMAGE – CUSTOMERS' GOODS	22-121	(01/07)	Endorsement/Amendment/Conditions New		0.00	22-121 0107.pdf
Approved	AMENDMENT OF OTHER INSURANCE CONDITION – DESIGNATED PERSONS OR ORGANIZATION	22-123	(01/07)	Endorsement/Amendment/Conditions New		0.00	22-123 0107.pdf

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 Project Name/Number: Contractors Update/

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Approved	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	22-126	(01/08)	Endorsement/Amendment/Conditions	0.00	22-126 0108.pdf
Approved	CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)	22-127	(01/08)	Endorsement/Amendment/Conditions	0.00	22-127 0108.pdf
Approved	EXCLUSION – CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS	22-128	(01/08)	Endorsement/Amendment/Conditions	0.00	22-128 0108.pdf
Approved	CONTRACTORS AMENDMENT OF POLLUTION EXCLUSION (JOB SITES)	22-129	(01/08)	Endorsement/Amendment/Conditions	0.00	22-129 0108.pdf
Approved	LIMITED OFF-PREMISES CARE, CUSTODY OR CONTROL COVERAGE	22-130	(01/08)	Endorsement/Amendment/Conditions	0.00	22-130 0108.pdf
Approved	ADDITIONAL INSURED – OWNERS, LESSEES OR	22-131	(01/08)	Endorsement/Amendment/Conditions	0.00	22-131 0108.pdf

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 Product Name: General Liability
 Project Name/Number: Contractors Update/

CONTRACTORS
 – AUTOMATIC
 STATUS WHEN
 REQUIRED IN
 CONSTRUCTIO
 N AGREEMENT
 WITH YOU

Approved	ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS	22-132	(01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	22-132 0108.pdf
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– AUTOMATIC
 STATUS WHEN
 REQUIRED IN
 CONSTRUCTIO
 N AGREEMENT
 WITH YOU

Approved	BLANKET ADDITIONAL INSURED CONTRACTORS	22-133	(01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	22-133 0108.pdf
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 PRODUCTS/CO
 MPLETED
 OPERATIONS

Approved	ADDITIONAL INSURED – DESIGNATED OWNERS, LESSEES OR CONTRACTORS	22-134	(01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	22-134 0108.pdf
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– COMPLETED
 OPERATIONS

Approved	ADDITIONAL INSURED – AUTOMATIC STATUS WHEN	22-135	(01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	22-135 0108.pdf
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REQUIRED IN A
 CONSTRUCTIO
 N AGREEMENT
 WITH YOU –
 CONTRACTORS
 – COMPLETED
 OPERATIONS

Approved	EXCLUSION - RESIDENTIAL CONSTRUCTIO N OPERATIONS	22-136	(01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	22-136 0108.pdf
Approved	MEDICAL EXPENSE AT YOUR REQUEST ENDORSEMENT	22-137	(01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	22-137 0108.pdf
Approved	EXCLUSION – EARTH MOVEMENT – PRODUCTS/CO MPLETED OPERATIONS HAZARD	22-141	(01/08)	Endorseme New nt/Amendm ent/Condi ons	0.00	22-141 0108.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EACH LOCATION
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **COVER-AGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVER-AGE C (SECTION I)**, which can be attributed only to operations at a single “location” owned by or rented to you:
1. A separate Each Location General Aggregate Limit applies to each “location”, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Each Location General Aggregate Limit is the most we will pay for the sum of all damages under **COVER-AGE A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under **COVER-AGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
 3. Any payments made under **COVER-AGE A** for damages or under **COVER-AGE C** for medical expenses shall reduce the Each Location General Aggregate Limit for that “location”. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Each Location General Aggregate Limit for any other “location”.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Each Location General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **COVER-AGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVER-AGE C (SECTION I)**, which cannot be attributed only to operations at a single “location” owned by or rented to you:
1. Any payments made under **COVER-AGE A** for damages or under **COVER-AGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Each Location General Aggregate Limit.
- C.** When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Each Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
“Location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Limits Of Insurance (**SECTION III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE – BORROWED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property**, item **(4)** does not apply to “property damage” to borrowed equipment while that equipment is not being used to perform operations at a job site.

B. Under **SECTION III – LIMITS OF INSURANCE**, the following is added:

Subject to **5.** above, an aggregate limit of \$100,000 is the most we will pay for the sum of all damages under provision A. of the endorsement 22-107 Property Damage – Borrowed Equipment.

C. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance**, the following is added:

The insurance afforded by endorsement 22-107 Property Damage – Borrowed Equipment is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

Nothing contained in this endorsement shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the policy, other than as stated above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE – CUSTOMERS’ GOODS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property**, items **(3), (4)** and **(6)** do not apply to “property damage” to “customers goods” while on your premises.

B. Under **SECTION III – LIMITS OF INSURANCE**, the following is added:

Subject to **5.** above, an aggregate limit of \$100,000 is the most we will pay for the sum of all damages under provision A. of the endorsement 22-108 Property Damage – Customers’ Goods.

C. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance**, the following is added:

The insurance afforded by endorsement 22-108 Property Damage – Customers’ Goods is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

D. Under **SECTION V – DEFINITIONS**, the following definition is added:

“Customers’ goods” means property of your customer on your premises for the purpose of being worked on or used in your manufacturing process.

Nothing contained in this endorsement shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the policy, other than as stated above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to provision a. Primary Insurance of paragraph 4. Other Insurance under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the “additional insured’s own insurance” provided that:

- (1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and
- (2) The “bodily injury” or “property damage” occurs, or the “personal and advertising injury” is committed, subsequent to the execution of such contract.

B. For the purposes of this endorsement the following is added to SECTION V – DEFINITIONS:

“Additional insured’s own insurance” means other insurance for which the additional insured is designated as a Named Insured.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to paragraph 5. 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, general 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.

PROPERTY DAMAGE – CUSTOMERS’ GOODS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property**, items (3), (4) and (6) do not apply to “property damage” to “customers goods” while on your premises.
- B.** Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance**, the following is added:

The insurance afforded by this endorsement 22-121 Property Damage – Customers’ Goods is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

- C.** Under **SECTION V – DEFINITIONS**, the following definition is added:

“Customers’ goods” means property of your customer on your premises for the purpose of being worked on or used in your manufacturing process.

Nothing contained in this endorsement shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the policy, other than as stated above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION – DESIGNATED PERSONS OR ORGANIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name and Address of Person Or Organization:
Description of: Premises: Ongoing Operations: Products: Completed Operations:

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

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. The following is added to provision a. Primary Insurance of paragraph 4. Other Insurance under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, when the person or organization shown in the Schedule of this endorsement has been added as an additional insured to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "person's or organization's own insurance" provided that:

- (1) You and such person or organization have agreed in a written contract that this insurance is primary and non-contributory; and
- (2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

B. For the purposes of this endorsement the following is added to SECTION V – DEFINITIONS:

"Person's or organization's own insurance" means other insurance:

- a. That covers liability for damages arising out of the premises, ongoing operations, products or completed operations described in the Schedule of this endorsement; and
- b. For which the person or organization shown in the Schedule of this endorsement is designated as a Named Insured.

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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 GENERAL LIABILITY COVERAGE PART

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** Condition (**Section IV – COMMERCIAL GENERAL LIABILITY 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.

CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the “products-completed operations hazard” is provided, any payments for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard” will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.

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- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. of **SECTION I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury** and **Coverage C - Medical Payments**:

2. Exclusions

This insurance does not apply to:

“Bodily injury”, “property damage”, “personal injury and advertising injury” or medical expenses arising directly or indirectly out of your current ongoing operations or included within the “products-completed operations hazard” at any site or location where you or your subcontractors or employees working on your behalf are performing or previously performed operations if any insured under this policy entered into contracts or agreements commonly referred to as consolidated insurance programs (Wrap-Up) providing general liability coverage at that site or location.

However, this exclusion does not apply to other jobs or work that you performed at such site or location if such other jobs or work were not done as part of contracts or agreements commonly referred to as consolidated insurance programs (Wrap-Up).

This exclusion applies whether or not the consolidated insurance programs (Wrap-Up):

- a. Provide coverage identical to that provided by this coverage part;
- b. Have limits adequate to cover all claims; or
- c. Remain in effect.

B. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** paragraph 5. **Premium Audit**: In computing premium for this policy, we will not include any payroll or costs paid to your subcontractors for work at any site or location where any insured under this policy had entered into contracts or agreements commonly referred to as consolidated insurance programs (Wrap-Up) providing insurance coverage at that site or location prior to your work at such site or location.

A copy of the consolidated insurance program (Wrap-Up) certificate or similar documents issued to you verifying coverage must be provided to us when we audit this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS AMENDMENT OF POLLUTION EXCLUSION
(JOB SITES)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph (1)(d) of Exclusion f. of Section I - Coverage A - Bodily Injury And Property Damage Liability:

(iv) "Bodily injury" or "property damage" sustained outside a building and caused by the release of "pollutants" brought on or to any premises, site or location in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

B. As used in this endorsement, the release of "pollutants" must:

1. Commence on a clearly identifiable specific day during the policy period; and
2. End, in its entirety, within seventy-two (72) hours of the commencement of the release of the "pollutants"; and
3. Be discovered and reported to us within fifteen (15) days of the specific date that the release commences; and
4. Be neither expected nor intended from the standpoint of any insured; and
5. Be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
6. Not originate at or from a storage tank or other container, duct or piping which:
 - a. Is below the surface of the ground or water; or
 - b. At any time has been buried under the surface of the ground or water and then is subsequently exposed.

C. For the purposes of coverage provided by this endorsement, the following is added to the definition of "property damage" of Section V – Definitions and applies only as respects this endorsement:

Land or water, whether below ground level or not, is not tangible property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED OFF-PREMISES CARE, CUSTODY OR CONTROL COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. We will pay those sums that you become legally obligated to pay as damages because of "property damage" to personal property of others while in your or your "employees" care, custody or control or real property of others over which you or your "employees" are exercising physical control if the "property damage" arises out of your business operations. This Coverage is subject to sections **B.**, **C.**, **D.** and **E.** below.

B. Exclusions

This insurance shall not apply to:

1. "Property damage" to property at premises owned, rented, leased, operated or used by you;
2. "Property damage" to property while in transit;
3. The cost of repairing or replacing:
 - (a) Any of your work defectively or incorrectly done by you or by others on your behalf; or
 - (b) Any product manufactured, sold or supplied by you, unless the "property damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking; or
4. "Property damage" to property caused by or arising out of the "products-completed operations hazard".
5. Borrowed equipment that is covered under Property Damage-Borrowed Equipment endorsement **22-107** or Property Damage-Borrowed Equipment endorsement **22-122** or under provision C. Property Damage – Borrowed Equipment of the Commercial General Liability Extension Endorsement **22-45** when any of these endorsements are made a part of this policy.

C. Limits Of Insurance - The most we will pay for "property damage" under this endorsement is \$25,000 for each "occurrence". The most we will pay for the sum of all damages covered under this endorsement because of "property damage" is an annual aggregate limit of \$25,000.

The **Limits Of Insurance** provided under this endorsement are inclusive of and not in addition to any other limits provided in the policy or endorsements attached to it.

D. Deductible - We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than \$250.

E. In the event of "property damage" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. under **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured that are the subject of the written contract or agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

We have no duty to defend an additional insured under this endorsement until we receive written notice of a claim or "suit" as required in provision **b.** of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.**

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

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
2. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
4. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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5. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.
- C. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **SECTION III – LIMITS OF INSURANCE** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.
- D. With respect to the coverage afforded by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY** is amended as follows:

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Claim Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense, that may result in a claim or "suit" under this insurance to us;
- b. Tender defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to advise us of any other insurance which the additional insured has for a loss we cover under this Coverage Part.

However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary as described in Condition **4.a.** as amended by this endorsement.

2. Condition **4. Other Insurance** is amended as follows:

- a. The following is added to paragraph **a. Primary Insurance**:

If the additional insured's policy has an Other Insurance provision making its policy excess, and a Named Insured has agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to paragraph **b. Excess Insurance**:

Except as provided in Paragraph 4.a. Primary Insurance as amended above, any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. In the event an additional insured has other coverage available for an "occurrence" by virtue of also being an additional insured on other policies, this insurance is excess over those other policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 2. under **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured that are the subject of the written contract or agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

We have no duty to defend an additional insured under this endorsement until we receive written notice of a claim or "suit" as required in provision **b.** of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.**

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

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
2. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
4. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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5. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.
- C. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **SECTION III – LIMITS OF INSURANCE** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.
- D. With respect to the coverage afforded by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY** is amended as follows:

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Claim Or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an “occurrence” or an offense, that may result in a claim or “suit” under this insurance to us;
- b. Tender defense and indemnity of any claim or “suit” to all insurers whom also have insurance available to the additional insured; and
- c. Agree to advise us of any other insurance which the additional insured has for a loss we cover under this Coverage Part.

However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary as described in Condition **4.a.** as amended by this endorsement.

2. Condition **4. Other Insurance** is amended as follows:

- a. The following is added to paragraph **a. Primary Insurance**:

With respect to other insurance for which the additional insured is designated as a Named Insured, this insurance will be primary if you and the additional insured have agreed in writing, in a contract or agreement, that this insurance is primary or primary and non-contributory. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in provision **4.c. Method of Sharing**

- b. The following is added to paragraph **b. Excess Insurance**:

When the written agreement between you and the additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and the additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured by attachment of an endorsement or otherwise.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED CONTRACTORS – PRODUCTS/COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **2.** under **SECTION II – WHO IS AN INSURED** is amended to include any person or organization, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability for “bodily injury” or “property damage”:

1. Caused by “your work” performed for that additional insured that is the subject of the written contract or agreement; and
2. Included in the “products-completed operations hazard”.

The insurance provided by this endorsement applies only if the written contract or agreement is executed prior to the “bodily injury” or “property damage”.

We have no duty to defend an additional insured under this endorsement until we receive written notice of a claim or “suit” as required in provision **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. With respect to the insurance provided by this endorsement, the following are added to paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES):**

This insurance does not apply to:

1. “Bodily injury” or “property damage” arising out of any act or omission of the additional insured or the additional insured’s employees; or
2. “Bodily injury” or “property damage” that occurs prior to you commencing operations at the location where such “bodily injury” or “property damage” occurs.
3. “Bodily injury” or “property damage” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities; or

C. With respect to the insurance afforded by this endorsement, exclusion **I. Damage To Your Work** of paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** is replaced by the following:

I. Damage To Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

D. With respect to the insurance afforded by this endorsement, the following is added to **SECTION III – LIMITS OF INSURANCE:**

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The Limits Of Insurance applicable to the additional insured are the lesser of:

1. The amount specified in a written contract or written agreement between you and the person or organization described in paragraph **A.** above; or
2. The amount shown in the Declarations for this Coverage Part.

These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this Coverage Part as described in this **SECTION III – LIMITS OF INSURANCE.**

E. With respect to the insurance afforded by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The following is added to condition **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit:**

An additional insured under the Blanket Additional Insured Contractors – Products/Completed Operations endorsement must comply with all the provisions of this condition.

2. With respect to the insurance afforded by this endorsement, provision **b. Excess Insurance** of condition **4. Other Insurance** is replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance for which the additional insured qualifies as an insured whether primary, excess, contingent or on any other basis unless the written contract or written agreement between you and the person or organization described above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):

Location And Description Of Completed Operations:

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability for “bodily injury” or “property damage”:

1. Caused by “your work” performed for that additional insured that is the subject of the written contract or agreement and at the location designated in and described in the Schedule of this endorsement; and
2. Included in the “products-completed operations hazard”.

The insurance provided by this endorsement applies only if the written contract or agreement is executed prior to the “bodily injury” or “property damage”.

The insurance provided by this endorsement does not apply:

- a. To “bodily injury” or “property damage” arising out of any act or omission of the additional insured or the additional insured’s employees; or
- b. To “bodily injury” or “property damage” that occurs prior to you commencing operations at the location where such “bodily injury” or “property damage” occurs.
- c. To “bodily injury” or “property damage” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - (1) The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or

We have no duty to defend an additional insured under this endorsement until we receive written notice of a claim or “suit” as required in provision **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. With respect to the insurance afforded by this endorsement, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The Limits Of Insurance applicable to the additional insured are the lesser of:

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1. The amount specified in the written contract or written agreement between you and the person or organization shown in the Schedule for the operations at the location designated in and described in the Schedule; or
2. The amount shown in the Declarations for this Coverage Part.

These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this Coverage Part as described in this **SECTION III – LIMITS OF INSURANCE**.

C. With respect to the insurance afforded by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The following is added to condition **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit**:

An additional insured under the Additional Insured – Designated Owners, Lessees Or Contractors – Completed Operations endorsement must comply with all the provisions of this condition.

2. Provision **b. Excess Insurance** of condition **4. Other Insurance** is replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance for which the additional insured qualifies as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement between you and the person or organization shown in the Schedule for the operations at the location designated in and described in the Schedule specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A CONSTRUCTION AGREEMENT
WITH YOU – CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **2.** under **SECTION II – WHO IS AN INSURED** is amended to include any person or organization, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability for “bodily injury” or “property damage”:

1. Caused by “your work” performed for that additional insured that is the subject of the written contract or agreement; and
2. Included in the “products-completed operations hazard”.

The insurance provided by this endorsement applies only if the written contract or agreement is executed prior to the “bodily injury” or “property damage”.

We have no duty to defend an additional insured under this endorsement until we receive written notice of a claim or “suit” as required in provision **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. With respect to the insurance provided by this endorsement, the following are added to paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES):**

This insurance does not apply:

1. To “bodily injury” or “property damage” arising out of any act or omission of the additional insured or the additional insured’s employees; or
2. To “bodily injury” or “property damage” that occurs prior to you commencing operations at the location where such “bodily injury” or “property damage” occurs.
3. To “bodily injury” or “property damage” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
 - a. The preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawing and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities; or

C. With respect to the insurance afforded by this endorsement, the following is added to **SECTION III – LIMITS OF INSURANCE:**

The Limits Of Insurance applicable to the additional insured are the lesser of:

1. The amount specified in a written contract or written agreement between you and the person or organization described in paragraph **A.** above; or
2. The amount shown in the Declarations for this Coverage Part.

These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the

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Declarations for this Coverage Part as described in this **SECTION III – LIMITS OF INSURANCE.**

D. With respect to the insurance afforded by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

1. The following is added to condition **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit:**

An additional insured under the Additional Insured – Automatic Status When Required In A Construction Agreement With You - Contractors – Completed Operations endorsement must comply with all the provisions of this condition.

2. With respect to the insurance afforded by this endorsement, provision **b. Excess Insurance** of condition **4. Other Insurance** is replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance for which the additional insured qualifies as an insured whether primary, excess, contingent or on any other basis unless the written contract or written agreement between you and the person or organization described above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - RESIDENTIAL CONSTRUCTION OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE 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.

MEDICAL EXPENSE AT YOUR REQUEST ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part, the following is added to paragraph **1. Insuring Agreement** of **Coverage C Medical Payments** under **SECTION I - COVERAGES**:

Medical expenses will be paid only if an insured has requested that we pay such expenses.

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 GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is in addition to those contained in the Coverage Part to which this endorsement applies:

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. The following definition is added to the **DEFINITIONS** Section in the Coverage Part to which this endorsement applies:

“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: 17.0001 Commercial General Liability
Product Name: General Liability
Project Name/Number: Contractors Update/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 04/29/2008

Comments:

Attachments:

AR F 777.pdf

AR F 778.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 04/29/2008

Comments:

Attachment:

2008-00059 klj.pdf

18. Company's Date of Filing	4/7/08
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—

20. This filing transmittal is part of Company Tracking #	2008-00059
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21. Filing Description [This area should be similar to the body of a cover letter and is free-form text]

Effective June 1, 2008 for New and August 1, 2008 for Renewal Business, we wish to file our independent forms that pertain to our Contractors Coverage. Please see to enclosed Form Filing Schedule for a complete list of forms being filed.

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

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.)**

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		2008-00059		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		n/a		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	EACH LOCATION GENERAL AGGREGATE LIMIT	22-106 (01/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	PROPERTY DAMAGE – BORROWED EQUIPMENT	22-107 (01/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	PROPERTY DAMAGE – CUSTOMERS' GOODS	22-108 (01/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	AMENDMENT OF OTHER INSURANCE CONDITION	22-111 (01/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	NON-CUMULATION OF LIABILITY (SAME OCCURRENCE)	22-112 (01/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	PROPERTY DAMAGE – CUSTOMERS' GOODS	22-121 (01/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	AMENDMENT OF OTHER INSURANCE CONDITION – DESIGNATED PERSONS OR ORGANIZATIONS	22-123 (01/07)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU	22-126 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)	22-127 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	EXCLUSION – CONSOLIDATED (WRAP- UP) INSURANCE PROGRAMS	22-128 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

11	CONTRACTORS AMENDMENT OF POLLUTION EXCLUSION (JOB SITES)	22-129 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	LIMITED OFF-PREMISES CARE, CUSTODY OR CONTROL COVERAGE	22-130 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU	22-131 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU	22-132 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	BLANKET ADDITIONAL INSURED CONTRACTORS - PRODUCTS/COMPLETED OPERATIONS	22-133 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	ADDITIONAL INSURED - DESIGNATED OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS	22-134 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN A CONSTRUCTION AGREEMENT WITH YOU - CONTRACTORS - COMPLETED OPERATIONS	22-135 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	EXCLUSION - RESIDENTIAL CONSTRUCTION OPERATIONS	22-136 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	MEDICAL EXPENSE AT YOUR REQUEST ENDORSEMENT	22-137 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	EXCLUSION - EARTH MOVEMENT - PRODUCTS/COMPLETED OPERATIONS HAZARD	22-141 (01/08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



**America First
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62 Maple Avenue
Keene, NH 03431
603-352-3221

April 4, 2008

Hon. Julie Benafield Bowman
Commissioner Of Insurance
Arkansas Insurance Department
1200 West Third St
Little Rock, AR 72201-1904

Attn: Mr. Bill Lacy, Director
Property and Casualty Division

RE: Division Six - General Liability
Form Filing
America First Insurance Company
NAIC# 111-12696
Peerless Insurance Company
NAIC# 111-24198
The Netherlands Insurance Company
NAIC# 111-24171
Peerless Indemnity Insurance Company
NAIC# 111-18333
Company Filing# 2008-00059

Dear Mr. Lacy:

Effective June 1, 2008 for New and August 1, 2008 for Renewal Business, we wish to file our independent forms that pertain to our Contractors Coverage. Please see to enclosed Form Filing Schedule for a complete list of forms being filed.

The rules that correspond with these forms is being filed under separate cover, filing number 2008-00060.

Enclosed please find all required filing forms.

Questions regarding the enclosed filing should be directed to me at 603-357-9589 or 800-826-6189 ext. 79589.

Sincerely,

Kelly L. Joslyn
State Filings Technician
Email: kelly.joslyn@libertymutual.com
Fax: (603)-352-9252