

SERFF Tracking Number: WAUS-125585324 State: Arkansas  
First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: EFT \$50  
Company Tracking Number: GLF-CW-012-08  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: Hired & Nonowned Auto Liability Endorsement GL0496/GLF-CW-012-08

## Filing at a Glance

Companies: Employers Insurance Company of Wausau, Wausau Business Insurance Company, Wausau Underwriters Insurance Company

Product Name: Commercial General Liability SERFF Tr Num: WAUS-125585324 State: Arkansas  
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: GLF-CW-012-08 State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding  
Author: Ellen Marcott Disposition Date: 04/16/2008  
Date Submitted: 03/28/2008 Disposition Status: Approved  
Effective Date Requested (New): 07/01/2008 Effective Date (New):  
Effective Date Requested (Renewal): 07/01/2008 Effective Date (Renewal):  
State Filing Description:

## General Information

Project Name: Hired & Nonowned Auto Liability Endorsement GL0496 Status of Filing in Domicile:  
Project Number: GLF-CW-012-08 Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 04/16/2008 Deemer Date:  
State Status Changed: 04/16/2008  
Corresponding Filing Tracking Number:  
Filing Description:  
PROJECT # GLF-CW-012-08  
EMPLOYERS INSURANCE COMPANY OF WAUSAU NAIC-0111-21458  
WAUSAU UNDERWRITERS INSURANCE COMPANY NAIC-0111-26042  
WAUSAU BUSINESS INSURANCE COMPANY NAIC-0111-26069

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GL0496 03-08

COMMERCIAL GENERAL LIABILITY ENDORSEMENT

REQUESTED EFFECTIVE DATE: JULY 1, 2008

The captioned companies file this new endorsement and applicable pricing rule for your review and acknowledgment/approval to be use with the Commercial General Liability Coverage part.

GL0496 03-08 provides optional Hired and Nonowned Auto Liability coverage.

Please direct all questions regarding this filing to me at the address shown below.

Please acknowledge/approve this filing submission.

## Company and Contact

### Filing Contact Information

Ellen Marcott, State Filing Analyst Ellen.Marcott@Wausau.com  
PO BOX 8017 (877) 792-8728 [Phone]  
Wausau, WI 54402-8017 (715) 842-6828[FAX]

### Filing Company Information

Employers Insurance Company of Wausau CoCode: 21458 State of Domicile: Wisconsin  
P O Box 8017 Group Code: 111 Company Type:  
Wausau, WI 54402-8017 Group Name: State ID Number:  
(877) 792-8728 ext. [Phone] FEIN Number: 39-0264050

Wausau Business Insurance Company CoCode: 26069 State of Domicile: Wisconsin  
P O Box 8017 Group Code: 111 Company Type:  
Wausau, WI 54402-8017 Group Name: State ID Number:  
(877) 792-8728 ext. [Phone] FEIN Number: 36-3522250

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Wausau Underwriters Insurance Company  
P O Box 8017  
Wausau, WI 54402-8017  
(877) 792-8728 ext. [Phone]

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CoCode: 26042  
Group Code: 111  
Group Name:  
FEIN Number: 39-1341459  
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State of Domicile: Wisconsin  
Company Type:  
State ID Number:

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation: \$50 for form filing  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Employers Insurance Company of Wausau	\$50.00	03/28/2008	19095562
Wausau Business Insurance Company	\$0.00	03/28/2008	
Wausau Underwriters Insurance Company	\$0.00	03/28/2008	

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	04/16/2008	04/16/2008

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## Disposition

Disposition Date: 04/16/2008

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	Hired Auto and Nonowned Auto Liability Endorsement	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Hired Auto and Nonowned Auto Liability Endorsement	GL0496	03-08	Endorsement/New/Amendment/Conditions		0.00	GL0496308.pdf

Policy Number  
Issued by

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

## **Hired Auto And Nonowned Auto Liability Endorsement**

This endorsement modifies insurance provided under the following:

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

#### **A. HIRED AUTO LIABILITY**

The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage applies to "bodily injury" or "property damage" caused by an "occurrence", arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

We will also pay all sums an insured legally must pay as a "covered pollution cost or expense" to which this insurance applies caused by an "occurrence", arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business. However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "occurrence".

#### **B. NONOWNED AUTO LIABILITY**

The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage applies to "bodily injury" or "property damage" caused by an "occurrence", arising out of the maintenance or use of a "nonowned auto" by any person other than you in the course of your business.

We will also pay all sums an insured legally must pay as a "covered pollution cost or expense" to which this insurance applies caused by an "occurrence", arising out of the maintenance or use of a "nonowned auto" by you or your "employees" in the course of your business. However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "occurrence".

**C.** With respect to the insurance provided by this endorsement only, subparagraphs **f., g., h., k., l., m.** and **n.** of Paragraph **2.** Exclusions of Section **I** – Coverage **A** – Bodily Injury And Property Damage do not apply.

**D.** For the purposes of this endorsement only, Section **II** – Who Is An Insured is deleted and replaced by the following:

#### **SECTION II – WHO IS AN INSURED**

**1.** Each of the following is an insured under this insurance to the extent set forth below:

- a.** You.
- b.** Any other person using a "hired auto" with your permission.
- c.** With respect to a "nonowned auto", any of your "employees", partners, members or "executive officers", but only while such "nonowned auto" is being used in your business.
- d.** Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under Paragraphs **a., b.** or **c.** above.

**2.** None of the following is an insured:

- a.** Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment or consequential injury to a spouse, child, parent, brother or sister of such co-"employee", or for an obligation to fully or partially reimburse a third party for damages because of the injury;
- b.** Any "employee", partner, member or "executive officer" with respect to any "auto" owned by such "employee", partner, member or "executive officer" or a member of his or her household, while such "auto" is not being used in your business;
- c.** Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
- d.** The owner or lessee (of whom you are a sublessee) of a "hired auto" or any agent or "employee" of any such owner or lessee; or
- e.** Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**E.** Paragraph **1.** of Section **III** – Limits Of Insurance is amended to add the following:

- d.** "Hired autos", "nonowned autos" or vehicles involved.

Paragraph **2.b.** of Section **III** – Limits Of Insurance is deleted and replaced by the following:

- b.** Damages, under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", "hired auto" liability or "nonowned auto" liability.

**F.** Paragraph **4.b.(1)** of Section **IV** – Commercial General Liability Conditions is amended to add the following:

If the loss arises out of the maintenance or use of a "hired auto" or a "nonowned auto".

**G.** For the purposes of this endorsement only, Section **V** - Definitions is amended as follows:

**1.** The definition of "insured contract" is amended to add:

"Insured contract" includes that part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease by you or any of your "employees", of any "hired auto" or any "nonowned auto". However, "insured contract" does not include:

- a.** That part of any contract or agreement that obligates you or any of your "employees" to pay for "property damage" to any auto rented or leased by you or any of your "employees"; or

- b.** That part of any contract or agreement that:

- (1)** Pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (2)** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "hired auto" or a "nonowned auto" over a route or territory that person or organization is authorized to serve by public authority.

**2.** The following definitions are added:

"Auto business" means the business or occupation of selling, servicing, repairing, parking or storing "autos".

"Covered pollution cost or expense":

**a.** Means any cost or expense arising out of:

- (1) Any request, demand, order or statutory or regulatory requirement; or
- (2) Any claim or "suit" by or on behalf of a governmental authority demanding that the insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

**b.** Does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:
  - (a) Being transported or towed by, handled, or handled for movement into, onto or from a "hired auto" or "nonowned auto";
  - (b) Otherwise in the course of transit by or on behalf of the insured; or
  - (c) Being stored, disposed of, treated or processed in or upon the "hired auto" or "nonowned auto";
- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the "hired auto" or "nonowned auto"; or
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from the "hired auto" or "nonowned auto" to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (1) above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the "hired auto" or "nonowned auto" or its parts, if:

- (a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (b) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **f.(2)**.or **f.(3)** of the definition of "mobile equipment".

Paragraphs (2) and (3) above do not apply to an "occurrence" away from premises owned by or rented to an insured with respect to "pollutants" not in or upon a "hired auto" or "nonowned auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "hired auto" or "nonowned auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

"Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners, members, "executive officers" or members of any of their households.

"Nonowned auto" means any "auto" you do not own, lease, hire, rent or borrow that is used in connection with your business. This includes "autos" owned by your "employees", partners, members, "executive officers" or members of their households, but only while used in your business.

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## **Rate Information**

Rate data does NOT apply to filing.

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## Supporting Document Schedules

<b>Bypassed -Name:</b>	Uniform Transmittal Document- Property & Casualty	<b>Review Status:</b>	Approved	04/16/2008
<b>Bypass Reason:</b>	N/A			
<b>Comments:</b>				