

SERFF Tracking Number: BEAC-125522460 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-GL-AR-FO-509
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: @vantage For - General Liability
Project Name/Number: MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509

Filing at a Glance

Companies: The Employers' Fire Insurance Company, OneBeacon America Insurance Company

Product Name: @vantage For - General SERFF Tr Num: BEAC-125522460 State: Arkansas

Liability

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-GL-AR-FO-509 State Status: Fees verified and received

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

Author: Sharon Kennedy Disposition Date: 05/07/2008

Date Submitted: 03/05/2008 Disposition Status: Approved

Effective Date Requested (New): 04/15/2008 Effective Date (New):

Effective Date Requested (Renewal): 04/15/2008 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: MedTech Products/Completed Operations Liability Coverage

Project Number: 2008-GL-AR-FO-509

Reference Organization:

Reference Title:

Filing Status Changed: 05/07/2008

State Status Changed: 05/07/2008

Corresponding Filing Tracking Number:

Filing Description:

Re: @vantage for Program

MedTech General Liability Form Filing

Company Filing No. 2008-GL-AR-FO-509

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Employers' Fire Insurance Company

SERFF Tracking Number: BEAC-125522460 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-GL-AR-FO-509
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: @vantage For - General Liability
Project Name/Number: MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509
(NAIC #1129-20648; FEIN # 04-1288420)

OneBeacon America Insurance Company
(NAIC # 1129-20621; FEIN # 04-2475442)

Dear Commissioner:

In accordance with the filing provisions in your state, we submit for your review the following new forms:

- VCG 005 11 07 - @vantage for MedTech - Products/Completed Operations Liability Coverage Form - We are introducing this new coverage form to our Technology Segment. It will be marketed to businesses that design, manufacture, service, or distribute medical products and is intended to supplement our currently-approved OneBeacon @vantage program. The coverage form is a claims-made form and includes defense-within-limits. In addition we are including various endorsements that will apply to this form.
- VCG 208 11 07 - @vantage for General Liability - MedTech broadened coverage endorsement

We are also introducing an optional broadened coverage endorsement for use with MedTech CGL policies. It has been developed to specifically address the unique liability exposures presented by the medical technology industry.

Please refer to the Form Schedule and supporting documentation for details.

Under the filing provisions of your state, we are intending to implement this revision for policies effective on or after April 15, 2008.

We trust you will find this filing to be acceptable and will be able to approve/acknowledge same.

Company and Contact

SERFF Tracking Number: BEAC-125522460 State: Arkansas
 First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 2008-GL-AR-FO-509
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: @vantage For - General Liability
 Project Name/Number: MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509

Filing Contact Information

Sharon Kennedy, Compliance Analyst skennedy@onebeacon.com
 One Beacon Lane (781) 332-8190 [Phone]
 Canton, MA 02021-1030 (888) 209-7219[FAX]

Filing Company Information

The Employers' Fire Insurance Company	CoCode: 20648	State of Domicile: Massachusetts
One Beacon Lane	Group Code: 1129	Company Type:
Canton, MA 02021-1030	Group Name:	State ID Number:
(781) 332-7000 ext. [Phone]	FEIN Number: 04-1288420	

OneBeacon America Insurance Company	CoCode: 20621	State of Domicile: Massachusetts
One Beacon Lane	Group Code: 1129	Company Type:
Canton, MA 02021-1030	Group Name:	State ID Number:
(781) 332-7000 ext. [Phone]	FEIN Number: 04-2475442	

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Form filing fees = \$50.00 per filing per, line of business.

1 filing x 1 line of business x \$50.00 = \$50.00

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Employers' Fire Insurance Company	\$50.00	03/05/2008	18340907
OneBeacon America Insurance Company	\$0.00	03/05/2008	

SERFF Tracking Number: BEAC-125522460 State: Arkansas
 First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 2008-GL-AR-FO-509
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: @vantage For - General Liability
 Project Name/Number: MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	05/07/2008	05/07/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	03/21/2008	03/21/2008	Sharon Kennedy	05/07/2008	05/07/2008
Industry Response						

SERFF Tracking Number: BEAC-125522460 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-GL-AR-FO-509
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: @vantage For - General Liability
Project Name/Number: MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509

Disposition

Disposition Date: 05/07/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

SERFF Tracking Number: BEAC-125522460 State: Arkansas
 First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 2008-GL-AR-FO-509
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: @vantage For - General Liability
 Project Name/Number: MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	@vantage For MedTech - Products/Completed Liability Coverage Form	Approved	Yes
Form	Defense Costs Outside Limits Of Insurance Endorsement	Approved	Yes
Form	Designated Clinical Trials Exclusion	Approved	Yes
Form	Latex Exclusion	Approved	Yes
Form	Pathogen Exclusion	Approved	Yes
Form (revised)	Arkansas - Punitive Or Exemplary Damages Exclusion	Approved	Yes
Form	Punitive Or Exemplary Damages Exclusion	Approved	Yes
Form	Silicone Exclusion	Approved	Yes
Form	Silica or Silica-Related Dust Exclusion	Approved	Yes
Form (revised)	Arkansas Changes - Supplemental Extended Reporting Period	Approved	Yes
Form	Supplemental Extended Reporting Period	Approved	Yes
Form	Transmissible Spongiform Encephalopathy Exclusion	Approved	Yes
Form	@vantage For General Liability - MedTech	Approved	Yes
Form	Arkansas Changes	Approved	Yes

SERFF Tracking Number: BEAC-125522460 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-GL-AR-FO-509
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: @vantage For - General Liability
Project Name/Number: MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 03/21/2008

Submitted Date 03/21/2008

Respond By Date

Dear Sharon Kennedy,

This will acknowledge receipt of the captioned filing.

With reference to Form VCG 005 11 07, this form may not contain defense within the limits of liability which is prohibited by AR Code Anno. 23-79-307 (5) (A).

With reference to Section VI, 5. b. and c. must be deleted. You may not refuse to put the supplemental ERP into effect if requested and premium is received, due to cancellation for non payment of premium owed or deductibles. Likewise Form VCG 325 11 07, last paragraph must delete these provisions.

With reference to Form VCG 322 11 07, punitive damages must be defined as "those damages imposed to punish a wrong-doer or to deter others from similar conduct' pursuant to AR Code Anno 23-29-307 (8).

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 05/07/2008

Submitted Date 05/07/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Dear Ms. Roberts,

The following addresse your objections of 3-21-2008:

SERFF Tracking Number: BEAC-125522460 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-GL-AR-FO-509
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: @vantage For - General Liability
Project Name/Number: MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509

Objection 1

With reference to Form VCG 005 11 07, this form may not contain defense within the limits of liability which is prohibited by AR Code Anno. 23-79-307 (5) (A).

In order to address the issue of defense costs within limits, we changed the status of Defense Costs Outside Limits of Insurance Endorsement VCG 317 from an optional to a mandatory form. The Arkansas Rule exception page has been revised to reflect this change.

Objection 2

With reference to Section VI, 5. b. and c. must be deleted. You may not refuse to put the supplemental ERP into effect if requested and premium is received, due to cancellation for non payment of premium owed or deductibles. Likewise Form VCG 325 11 07, last paragraph must delete these provisions.

We have added mandatory endorsement Arkansas Changes VCG 771 AR which replaces paragraph 5 of Section VI and removes subparagraphs 5.b and c. In addition, we have replaced endorsement VCG 325 with Arkansas endorsement VCG 772 AR to comply with this requirement. The Arkansas Rule exception page has been revised to reflect the addition of these 2 endorsements.

Objections 3

With reference to Form VCG 322 11 07, punitive damages must be defined as "those damages imposed to punish a wrong-doer or to deter others from similar conduct" pursuant to AR Code Anno 23-29-307 (8).

VCG 322 is replaced by Arkansas endorsement VCG 773 Arkansas – Punitive Or Exemplary Damages Exclusion. This endorsement adds the definition as required by Arkansas statute.

Please let me know if you have any further concerns.

Sincerely,

SHaron Kennedy

Changed Items:

SERFF Tracking Number: BEAC-125522460 State: Arkansas
 First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 2008-GL-AR-FO-509
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: @vantage For - General Liability
 Project Name/Number: MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas - Punitive Or Exemplary Damages Exclusion	VCG 773 AR	11 07	Endorsement/Amendment/Conditions	New		0	VCG 773 AR 11 07.doc
Previous Version							
Punitive Or Exemplary Damages Exclusion	VCG 322	11 07	Endorsement/Amendment/Conditions	New		0	VCG 322 11 07.pdf
Arkansas Changes - Supplemental Extended Reporting Period	VCG 772 AR	11 07	Endorsement/Amendment/Conditions	New		0	VCG 772 AR 11 07.doc
Previous Version							
Supplemental Extended Reporting Period	VCG 325	11 07	Endorsement/Amendment/Conditions	New		0	VCG 325 11 07.pdf
Arkansas Changes	VCG 771 AR	11 07	Endorsement/Amendment/Conditions	New			VCG 771 AR 11 07.doc

No Rate/Rule Schedule items changed.

Sincerely,
 Sharon Kennedy

SERFF Tracking Number: BEAC-125522460 State: Arkansas
 First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 2008-GL-AR-FO-509
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: @vantage For - General Liability
 Project Name/Number: MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	@vantage For MedTech - Products/Completed Liability Coverage Form	VCG 005	11 07	Policy/Coverage Form		0.00	VCG 005 11 07.pdf
Approved	Defense Costs Outside Limits Of Insurance Endorsement	VCG 317	11 07	Endorsement/New Amendment/Conditions		0.00	VCG 317 11 07.pdf
Approved	Designated Clinical Trials Exclusion	VCG 318	11 07	Endorsement/New Amendment/Conditions		0.00	VCG 318 11 07.pdf
Approved	Latex Exclusion	VCG 319	11 07	Endorsement/New Amendment/Conditions		0.00	VCG 319 11 07.pdf
Approved	Pathogen Exclusion	VCG 321	11 07	Endorsement/New Amendment/Conditions		0.00	VCG 321 11 07.pdf
Approved	Silicone Exclusion	VCG 323	11 07	Endorsement/New Amendment/Conditions		0.00	VCG 323 11 07.pdf
Approved	Silica or Silica-Related Dust Exclusion	VCG 324	11 07	Endorsement/New Amendment/Conditions		0.00	VCG 324 11 07.pdf
Approved	Arkansas Changes - Supplemental Extended	VCG 772 AR	11 07	Endorsement/New Amendment/Conditions		0.00	VCG 772 AR 11 07.doc

SERFF Tracking Number: BEAC-125522460 State: Arkansas
 First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 2008-GL-AR-FO-509
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: @vantage For - General Liability
 Project Name/Number: MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509

Reporting Period

Approved	Transmissible Spongiform Encephalopathy Exclusion	VCG 326	11 07	Endorsement/Amendment/Conditions	0.00	VCG 326 11 07.pdf
Approved	@vantage For General Liability - MedTech	VCG 208	11 07	Endorsement/Amendment/Conditions	0.00	VCG 208 11 07.pdf
Approved	Arkansas Changes	VCG 771	11 07	Endorsement/Amendment/Conditions		VCG 771 AR 11 07.doc

@Vantage for MedTech PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE WITH DEFENSE WITHIN-LIMITS.

THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS WILL BE REDUCED AND MAY BE EXHAUSTED BY AMOUNTS INCURRED FOR "DEFENSE EXPENSES". AMOUNTS INCURRED FOR "DEFENSE EXPENSES" WILL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

PLEASE READ THE ENTIRE FORM CAREFULLY

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**. Other words and phrases that appear in quotation marks have special meaning. **Refer to SECTION VII – DEFINITIONS.**

SECTION I – COVERAGES

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included within the "products-completed operations hazard" to which this insurance applies. We will have the right and duty to defend the insured against any claim or "suit" seeking those damages. However, we will have no duty to defend the insured against any claim or "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit", within any applicable deductible or available limit of insurance that may result. But:
- (1) The amount we will pay for damages and the amount we will pay for "defense costs" are limited as described in **SECTION III – LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "defense costs".
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION IV – SUPPLEMENTARY PAYMENTS**.
- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs after the Retroactive Date shown in the Declarations and before the end of the policy period; and
 - (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period, which we provide by endorsement to this policy, subject to the terms under **SECTION VI – EXTENDED REPORTING PERIODS**.
- c. For the purposes of determining if this insurance applies to "bodily injury" and "property damage", as outlined in Paragraph b. above, a claim by a person or organization seeking damages will be deemed to have been made at the earliest of the following times:
- (1) When written notice of such claim is received and recorded by any insured or by us, whichever comes first;
 - (2) When we make settlement in accordance with Paragraph a. above; or

(3) When written notice of a specific "occurrence" that caused "bodily injury" or "property damage" is received from any insured in accordance with Paragraph 2.a. of **SECTION VIII – CONDITIONS**.

All claims for damages because of "bodily injury" or "property damage", caused by any one "occurrence", will be deemed to have been made at the earlier of either when the first of those claims is made against any insured or when notice of a specific "occurrence" is provided by any insured in accordance with Paragraph 2.a. of **SECTION VIII – CONDITIONS**.

2. Exclusions

This insurance does not apply to:

a. Abuse and Molestation

"Bodily injury" or "property damage", arising out of any actual, alleged or threatened abuse or molestation by anyone, of any person while under the care, custody or control of any insured.

b. Asbestos Liability

"Bodily injury" or "property damage", arising out of or alleged to have arisen out of:

- (1) exposure to asbestos, asbestos fiber, or any material containing asbestos or asbestos products; or
- (2) the removal of asbestos, asbestos fiber, or any material containing asbestos or asbestos products, including without limitation,
 - (a) the costs of asbestos removal; or
 - (b) "property damage" in the course of effecting such removal.

We shall not be obligated to investigate, or defend the insured against any claim for any liability described above which is asserted against any insured or to pay judgment entered against any insured for such liability.

c. 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. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

d. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

e. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you; or
- (4) Personal property in the care, custody or control of the insured.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a sidetrack agreement.

f. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

g. 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".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

h. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

i. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

The disclosure of potential side effects, adverse reactions, contraindications, warnings and or precautions in "clinical trial" protocols, "clinical trial" consent forms, product packaging, or product labeling will not be deemed evidence that the insured expected or intended any alleged "bodily injury" or "property damage".

j. Health Care Professional Services

"Bodily injury" or "property damage" arising out of:

(1) the rendering or failure to render medical, surgical, dental, x-ray, mental, diagnostic laboratory, nursing, or other health care professional service;

(2) advice, consultation, or instruction provided by a physician related to the care of a specific patient whether provided before or contemporaneous with the delivery of the health professional services;

(3) the furnishing of food or beverages, or the dispensing of drugs or medical or dental supplies or appliances related to (1) above; or

(4) the handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

This exclusion does not apply to "bodily injury" or "property damage" arising out of the rendering or failure to render first aid by an "employee" or "volunteer worker".

k. Intellectual Property

"Bodily injury" or "property damage" arising out of any actual or alleged infringement by any insured of copyright, trade dress, trade secret, trade name, trademark or patent, unfair competition or piracy, misappropriation or wrongful taking of concepts, violation or infringement of any other intellectual property right.

l. Known Bodily Injury or Property Damage

"Bodily injury" or "property damage" that you, or any insured, knew about before the beginning of the policy period from which we, or any of our affiliated companies, have continuously provided products-completed operations coverage to you.

m. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

n. Multiplied Damages

Any multiple portion of any multiplied damages award.

o. Nuclear Energy

The furnishing by an insured of services, products, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility".

p. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any 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"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

q. Recall Of Products, Work Or Impaired Property

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

r. Statutory Fines and Penalties

Fines or penalties imposed by statute or regulation or that any insured has agreed to pay.

s. Unapproved Products

"Bodily injury" or "property damage" arising out of "your products" or "your work" which were manufactured, sold, disposed of, distributed, or used in a "clinical trial" without the required approval of or clearance by the applicable governmental or regulatory authority.

t. Violation of Statutes Governing Methods of Sending Material or Information

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

u. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by a governmental authority in hindering or defending against any of these.

v. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members and their spouses are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders and their spouses are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. Voluntary participation as a test subject in a "clinical trial" will not be deemed to be within the scope of employment or performance of duties related to the conduct of your business. None of these "employees" or "volunteer workers" is an insured for:
- (1) "Bodily injury":
 - (a) To you, your "executive officers", your partners or members (if you are a partnership or joint venture), your members or managers (if you are a limited liability company), or a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of his or her employment or performing duties related to the conduct of your business; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (a) or (b) above.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your directors, executive officers, managers, "employees" or "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker") or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any "vendor" but only with respect to liability for damages arising out of their demonstration, distribution or sale, in the normal course of their business, of "your products" which are insured under this policy. However, none of these "vendors" is an insured for any:
 - (1) "occurrence" caused by the sole negligence of the "vendor";
 - (2) assumption of liability by the "vendor", except for liability for damages for "bodily injury" or "property damage" that such "vendor" would have in the absence of such assumption;
 - (3) representation, guarantee, or warranty not authorized by you;
 - (4) chemical or physical change to "your product" made intentionally by the "vendor";
 - (5) repackaging of "your product", unless unpacked solely for the purposes of inspection, demonstration or testing, or the replacement of parts as ordered by you or the manufacturer and per instructions provided by you or the manufacturer;
 - (6) failure of the "vendor" to make inspections, perform adjustments, conduct tests or perform servicing as the "vendor" had agreed to or which the "vendor" normally undertakes in the normal course of their business of demonstration, distribution or sale of "your products";
 - (7) of "your products" which have been labeled or relabeled, or used as a container, ingredient, part, or component of, in, on, or for anything else by or for the "vendor";
 - (8) demonstration, installation, adjustment, assembly, disposal, inspection, repair, or test which is done away from the "vendor's" premises. However, this limitation does not apply if the "vendor", working under a written contract or agreement with you, is an independent sales representative or service contractor for "your product", and the written contract or agreement with the "vendor" obligates you to provide them with such insurance as provided for under this policy. However, all other limitations (1) through (7) above still apply.
- f. Your "Scientific Advisory Board", but only with respect to "bodily injury" or "property damage" for activities performed on your behalf.
- g. Any person or organization providing intellectual property under a license or written agreement for use in "your product" when such license or written agreement obligates you to provide them with such insurance as provided for under this policy. However, no such person or organization is an insured for any:
 - (1) liability caused by the sole negligence of the person or organization; or

(2) "occurrence" prior to the effective date of the license or written agreement for acquisition of the intellectual property by you.

Such person or organization is an insured only for the lesser of:

- (a) the limits of coverage required in the license or written agreement; or
- (b) the limits of coverage available under this policy.

h. Human "clinical trial" contractors, but only:

- (1) pursuant to a written contract or agreement between you and the human "clinical trial" contractor which obligates you to provide such insurance to them as is afforded by this policy;
- (2) in connection with a human "clinical trial" sponsored by you, to which this insurance applies; and
- (3) for work done by them according to a written protocol for a human "clinical trial" to which this insurance applies.

No such person or organization is an insured for any:

- (a) "occurrence" resulting from a failure to follow any protocol;
- (b) failure to comply with the terms and conditions of your written contract or agreement with them;
- (c) representation, warranty, or guarantee not authorized by you;
- (d) assumption of liability by them, except for liability for damages for "bodily injury" or "property damage" that such person or organization would have in the absence of such assumption;
- (e) "occurrence" caused by the sole negligence of such person or organization; or
- (f) changes made by such person or organization to "your product", except when such change has been authorized by you.

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

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

No person or organization is an insured 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.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for the sum of:

- a. Damages for any claims or "suits"; and
- b. "Defense costs" for any claims or "suits" seeking damages under a. above because of "bodily injury" and "property damage" included in the "products-completed operations hazard". Each payment we make for such damages or "defense costs" reduces the amount of limits available under the Aggregate Limit of Insurance by the amount of such payment. This reduced limit will then be the Aggregate Limit of Insurance available. When this Aggregate Limit of Insurance is used up, we shall have no further obligation to defend claims or "suits" seeking such damage or pay such damages or "defense costs".

3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for damages and "defense costs" because of all "bodily injury" and "property damage" arising out of any one "occurrence".

The Limits of Insurance of this Coverage Part apply excess of any applicable deductible and are not reduced by the payment of that deductible.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses other than "defense costs" we incur.
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance. Our obligation to make these payments ends when we have used up the applicable Limits of Insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorney's fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as "defense costs".

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses ends when we have used up the applicable limit of insurance in the payment of judgments, settlements, or "defense costs"; or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION V – DEDUCTIBLES

1. Our obligation under the Products/Completed Operations Bodily Injury and Property Damage Liability Coverage to pay damages and "defense costs" on your behalf applies only to the amount of damages and "defense costs" in excess of any deductible amounts stated in the Declarations as applicable to such coverages.
2. The deductible amount stated in the Declarations applies as follows:
 - a. Under the Products/Completed Operations Bodily Injury Liability Coverage, to all damages and "defense costs" because of "bodily injury";
 - b. Under the Products/Completed Operations Property Damage Liability Coverage, to all damages and "defense costs" because of "property damage"; or
 - c. Under the Products/Completed Operations Bodily Injury and Property Damage Liability Coverage Combined, to all damages and "defense costs" because of:
 - (1) "Bodily Injury";

- (2) "Property damage"; or
- (3) "Bodily injury" and "property damage" combined as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

- 3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend the insured against any claims or "suits" seeking those damages; and
 - b. Your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.
- 4. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such deductible amount as has been paid by us. We may also pay any part or all of the deductible amount in "defense costs" related to a claim or "suit" we defend or an "occurrence" we investigate and, upon notification of the action taken, you shall promptly reimburse us for such deductible amount as has been paid by us.

SECTION VI – EXTENDED REPORTING PERIODS

- 1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is cancelled or not renewed; or
 - b. We renew or replace this Coverage Part with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Part; or
 - (2) Does not apply to "bodily injury" or "property damage" on a claims-made basis.
- 2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to claims for "bodily injury" or "property damage" that occur after the Retroactive Date, if any, shown in the Declarations and before the end of the policy period. Once in effect, Extended Reporting Periods may not be cancelled.
- 3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. Five years with respect to claims because of "bodily injury" and "property damage" arising out of an "occurrence" reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2. of the **Section VIII – CONDITIONS**; and
 - b. Sixty days with respect to claims arising out of "occurrences" not previously reported to us.The Basic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
- 4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- 5. A Supplemental Extended Reporting Period of unlimited duration is available, but only by an endorsement and for an extra charge. This supplemental extended reporting period starts when the policy period ends. You must give us a written request for the endorsement within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you:
 - a. pay the additional premium for the Supplemental Extended Reporting Endorsement promptly when due;
 - b. pay in full the earned premium for this agreement; and
 - c. pay in full any deductible amount owed under this agreement.We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - (1) The exposures insured;
 - (2) Previous types and amounts of insurance;
 - (3) Limits of Insurance available under this Coverage Part for future payment of damages; and
 - (4) Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Part.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

- 6. The Supplemental Extended Reporting Period does not reinstate or increase the Limits of Insurance.

SECTION VII – DEFINITIONS

1. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

2. "Bodily injury" means bodily injury, injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock or death resulting from any of these at any time.
3. "Clinical trial" means a structured study or test, using human subjects, in order to determine or measure the safety and efficacy of "your products".
4. "Coverage territory" means anywhere. However, the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.
5. "Defense costs" means the following fees, costs, and expenses that result directly from the investigation, defense, or appeal of a claim or suit:
 - a. Fees, costs, or expenses of attorneys we retain to represent you (including attorneys who are our employees).
 - b. Fees, costs, or expenses of proceedings relating to a suit.
 - c. Fees, costs, or expenses of independent experts or investigators.
 - d. Other reasonable expenses that we allocate to a specific claim or suit.

However, "defense costs" does not mean:

- a. Salaries or expenses of our employees (other than those described above within this Section).
 - b. Salaries or expenses of independent adjusters.
 - c. Fees, costs, or expenses related to coverage opinions.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
 9. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
 10. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for

"bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

14. "Nuclear facility" means:

- a. Any "nuclear reactor";
- b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
- c. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combinations thereof, or more than 250 grams of uranium 235; or

- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of, waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
15. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
18. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own, occupy, borrow or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - (c) When that part of the work done at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Includes "bodily injury" or "property damage" arising out of "your products" tested or used by or for you in a "clinical trial". However, this coverage does not apply to "bodily injury" or "property damage" arising out of a "clinical trial" which includes subjects who are:
 - (1) cognitively impaired;
 - (2) pregnant;
 - (3) prisoners in a penal institution; or
 - (4) minors under the age of 18,
 unless such "clinical trial" has been reported to us and has been specifically scheduled under this policy.
 - c. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
19. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

20. "Scientific Advisory Board" means any person or group of people acting in the capacity of an advisor or consultant in review of the design, development, or testing of "your product". "Scientific Advisory Board" does not include any organization or person considered a "vendor" or supplier.

21. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Vendor" means a person or organization in the business of selling, distributing, demonstrating, or providing training on, of, or for "your product". "Vendor" does not include:
- a. a human "clinical trial" contractor;
 - b. a person or organization providing healthcare professional services or treatment;
 - c. persons or organizations providing parts, ingredients, supplies, or components for "your product";
 - d. persons or organizations designing, manufacturing or assembling "your products" or any component or part therein; or
 - e. anyone from whom you've acquired "your products".
24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.
25. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired;
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products; and
 - (3) Property loaned or rented to or located for the use of others by you, others trading under your name, or a person or organization whose assets or business you have acquired.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, operation, maintenance, safety or use of "your products";
 - (2) The providing of or failure to provide directions, instructions, or warnings with respect to any of "your products"; and
 - (3) Any of "your products" tested or used by or for you in a "clinical trial".
26. "Your work":
- a. Means:
 - (1) Work or operations performed by:
 - (a) you or on your behalf; or
 - (b) a person or organization whose assets or business you have acquired; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, operation, maintenance, safety or use of "your work"; and
 - (2) The providing of or failure to provide directions, instructions, or warnings with respect to any of "your work".

SECTION VIII – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are promptly notified in writing of an "occurrence", even if no claim has been made. Notice of an "occurrence" is not notice of a claim; for notice of a claim, see b. below. The written notice of an "occurrence" must include;
- (1) How, when and where the "occurrence" took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence".

Notice of an "occurrence" does not create a duty for us to defend.

- b. If a claim is received by any insured, you must:
- (1) Immediately record the specifics of the claim and the date received; and
 - (2) see to it that we receive written notice of the claim as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. The requirements that you must:
- (1) notify us of an "occurrence", claim or "suit"; and
 - (2) send us documents concerning a claim or "suit"

apply only when such "occurrence", claim, or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer of the corporation or insurance manager, if you are a corporation;
- (4) A manager, if you are a limited liability company; or
- (5) A risk manager or insurance manager

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

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, 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 Paragraph c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to "bodily injury" or "property damage" included within the "products-completed operations hazard" on other than a claims-made basis, if:

- (1) No Retroactive Date is shown in the Declarations of this insurance; or

- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance.

When this insurance is excess, we will have no duty to defend the insured against any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Non Accumulation of Limits

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same claim or "suit", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
b. Those statements are based upon representations you made to us; and
c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

However, we will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" or "your products" under a written contract or agreement with that person or

organization. This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage" that requires you to waive your rights of recovery.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE COSTS OUTSIDE LIMITS OF INSURANCE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE)

1. The first two sentences of the Coverage Form are replaced with the following:
THIS INSURANCE PROVIDES CLAIMS-MADE COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY.
2. **SECTION I – COVERAGES, 1. Insuring Agreement** is deleted and replaced as follows:
 - a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included within the "products-completed operations hazard" to which this insurance applies. We will have the right and duty to defend the insured against any claim or "suit" seeking those damages. However, we will have no duty to defend the insured against any claim or "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit", within any applicable deductible or available limit of insurance, that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
 - b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
 - (3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under **SECTION VI – EXTENDED REPORTING PERIODS.**
 - c. For the purposes of determining if this insurance applies to "bodily injury" and "property damage", as outlined in Paragraph b. above, a claim by a person or organization seeking damages will be deemed to have been made at the earliest of the following times:
 - (1) When written notice of such claim is received and recorded by any insured or by us, whichever comes first;
 - (2) When we make settlement in accordance with Paragraph a. above; or
 - (3) When written notice of a specific "occurrence" that caused "bodily injury" or "property damage" is received from any insured in accordance with Paragraph 2.a. of **Section VIII – CONDITIONS.**All claims for damages because of "bodily injury" or "property damage", caused by any one "occurrence", will be deemed to have been made at the earlier of either when the first of those claims is made against any insured or when notice of a specific "occurrence" is provided by any insured in accordance with Paragraph 2.a. of **Section VIII – CONDITIONS.**
3. **SECTION IV – SUPPLEMENTARY PAYMENTS 1.a.** is deleted and replaced as follows:
 - a. All expenses we incur.
4. **SECTION IV - SUPPLEMENTARY PAYMENTS**, the last 2 paragraphs are deleted and replaced as follows:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

So long as the above conditions are met, attorney's fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of **Paragraph 2.b.(2) of Section I – COVERAGES – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements; or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

5. SECTION III – LIMITS OF INSURANCE is deleted and replaced as follows:

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

The Limits of Insurance of this Coverage Part apply excess of any applicable deductible and are not reduced by the payment of that deductible.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CLINICAL TRIALS EXCLUSION

This endorsement modifies the insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE)

SCHEDULE

Designated "Clinical Trial(s)":

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

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of any "clinical trials" shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LATEX EXCLUSION

This endorsement modifies the insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE)

This insurance does not apply to any actual or alleged "bodily injury" or "property damage" arising out of or in any way related to:

1. Latex;
2. Latex protein;
3. Latex derivatives; or
4. Latex substances.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PATHOGEN EXCLUSION

This endorsement modifies the insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE)

This insurance does not apply to any actual or alleged "bodily injury" or "property damage" arising out of or in any way related to:

1. exposure to;
2. the transmission of;
3. any infection resulting from the transmission of;
4. failure to test for; or
5. any advice or counseling provided, or which should have been provided, in connection with;
any "pathogen".

"Pathogen" means any type of biological agent that causes disease or illness, including:

1. bacteria;
2. viruses;
3. protozoa;
4. fungi;
5. parasites; and
6. proteins.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICONE EXCLUSION

This endorsement modifies the insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE)

This insurance does not apply to any actual or alleged "bodily injury" or "property damage" arising out of or in any way related to silicone which is implanted, injected or absorbed in the body.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies the insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE)

This insurance does not apply to any actual or alleged "bodily injury" or "property damage" arising out of or in any way related to:

1. inhalation of, or ingestion of, "silica" or "silica-related dust";
2. suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust"; or
3. any loss, cost or expense, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

"Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

"Silica-related dust" means a mixture or combination of silica and other dust or particles.

SERFF Tracking Number: *BEAC-125522460* *State:* *Arkansas*
First Filing Company: *The Employers' Fire Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *2008-GL-AR-FO-509*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *@vantage For - General Liability*
Project Name/Number: *MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509*

Attachment "VCG 772 AR 11 07.doc" is not a PDF document and cannot be reproduced here.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSMISSIBLE SPONGIFORM ENCEPHALOPATHY EXCLUSION

This endorsement modifies the insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE)

This insurance does not apply to any actual or alleged "bodily injury" or "property damage" arising out of or in any way related to:

Transmissible Spongiform Encephalopathy (TSE), including but not limited to;

1. Gerstmann-Sträussler-Scheinker syndrome
2. Kuru
3. Familial Family Insomnia
4. Creutzfeldt-Jakob Disease (CJD);
5. variant Creutzfeldt-Jakob Disease (vCJD); or
6. new variant Creutzfeldt-Jakob Disease (nvCJD).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR GENERAL LIABILITY MEDTECH

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – by Contract, Agreement or Permit relating to: <ul style="list-style-type: none">o Work performed by youo Premises you own, rent, lease or occupyo Equipment you lease	5. Duties in Event of Occurrence, Claim or Suit
2. Blanket Waiver of Subrogation	6. Expected or Intended Injury (PD)
3. Bodily Injury Redefined- Mental Anguish	7. Medical Payments
4. Coverage Territory – Worldwide	8. Mobile Equipment Redefined
	9. Newly Acquired or Formed Organizations
	10. Non-Owned Aircraft
	11. Non-Owned Watercraft
	12. Supplementary Payments Increased Limits

1. ADDITIONAL INSURED – CONTRACT, AGREEMENT OR PERMIT

- a. **Section II - Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) with whom you agreed in a written contract, written agreement or permit to provide insurance such as is afforded under this Coverage Part, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of “your work” for the additional insured(s) at the location designated in the contract, agreement or permit; or
2. In the maintenance, operation or use of equipment leased to you by such person(s) or organization(s), or
3. In connection with premises you own, rent, lease or occupy.

This insurance applies on a primary or primary and non-contributory basis if that is required in writing by the contract, agreement or permit.

- b. The insurance provided to the additional insured herein is limited. This insurance does not apply:

1. Unless
 - (a) the written contract, agreement or permit is currently in effect or becomes effective during the term of this policy; and
 - (b) the contract or agreement was executed or permit issued prior to the “bodily injury”, “property damage”, or “personal and advertising injury”;
2. To any person or organization (your vendors) for “bodily injury” or “property damage” arising out of your products.
3. To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
4. To any person or organization if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you 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.

5. To any:
 - (a) Lessor of equipment after the equipment lease expires; or
 - (b) Owners or other interests from whom land has been leased; or
 - (c) Managers or lessors of premises if:
 - (1) The "occurrence" takes place after you cease to be a tenant in that premises; or
 - (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
6. To "bodily injury, or "property damage" occurring after:
 - (a) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site 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 part of the same project.
- c. **Limits of Insurance** applicable to the additional insured are those specified in the contract, agreement or permit or in the Declarations of this policy, whichever is less, and fix the most we will pay regardless of the number of:
 1. Insureds;
 2. Claims made or "suits" brought; or
 3. Persons or organizations making claims or bringing "suits".

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

2. BLANKET WAIVER OF SUBROGATION

Section IV - Transfer of Rights of Recovery Against Others to Us Condition is amended to add the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations done under a written contract or agreement with that person or organization and included in "your work" or the "products-completed operations hazard". This waiver applies only to persons or organizations with whom you have a written contract, executed prior to the "bodily injury" or "property damage", that requires you to waive your rights of recovery.

3. BODILY INJURY REDEFINED – MENTAL ANGUISH

Under **Section V** the definition of "bodily injury" is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

4. COVERAGE TERRITORY - WORLDWIDE

The definition of "coverage territory" is replaced by the following:

"Coverage territory" means anywhere. However, the insured's responsibility to pay damages must be determined in a settlement we agree to or in a "suit" on the merits brought within the United States of America (including its territories and possessions), Puerto Rico or Canada.

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

Section IV - Duties In The Event Of Occurrence, Claim or Suit is amended by adding the following paragraphs:

a. The requirements that you must

1. notify us of an "occurrence" offense, claim or "suit" and
2. send us documents concerning a claim or "suit"

apply only when such "accident" claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer of the corporation or insurance manager, if you are a corporation; or
4. A manager, if you are a limited liability company.

b. The requirement that you must notify us as soon as practicable of an "occurrence" or an offense that may result in a claim does not apply if you report an "occurrence" to your workers compensation insurer which later develops into a liability claim for which coverage is provided by this policy. However, as soon as you have definite knowledge that the particular "occurrence" is a liability claim rather than a workers compensation claim, you must comply with the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**.

6. EXPECTED OR INTENDED INJURY (PROPERTY DAMAGE)

The **Expected Or Intended Injury** exclusion under **Coverage A Bodily Injury and Property Damage** is replaced by:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

7. MEDICAL PAYMENTS - INCREASED LIMITS AND TIME PERIOD

a. In the Insuring Agreement under Coverage **C Medical Payments**, the requirement that expenses are incurred and reported to us within one year of the date of the accident is changed to three years.

b. The Medical Expense Limit is \$10,000 per person or the amount shown in the Declarations as the Medical Expense Limit, whichever is greater.

c. This provision **7.** does not apply if Coverage **C - Medical Payments** is otherwise excluded either by the provisions of the Coverage Form or by endorsement.

8. MOBILE EQUIPMENT - SELF-PROPELLED SNOW REMOVAL, ROAD MAINTENANCE AND STREET CLEANING EQUIPMENT

The following is added to the "mobile equipment" definition:

Vehicles maintained primarily for purposes other than the transportation of persons or cargo that are self-propelled vehicles of less than 1,000 pounds gross vehicle weight with the following types of permanently attached equipment will be considered "mobile equipment":

- a. Snow removal;
- b. Road maintenance, but not construction or resurfacing; or
- c. Street cleaning.

9. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **Section II - Who Is An Insured**, the time period limitation for newly acquired or formed organizations is replaced by:

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

10. NON-OWNED AIRCRAFT

- a. The **Aircraft, Auto Or Watercraft** exclusion under Coverage **A Bodily Injury And Property Damage Liability** does not apply to an aircraft that is:
 - 1 Hired, chartered or loaned with a paid crew; and
 - 2 Not owned by any insured.
- b. The insurance afforded by this provision **10.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

11. NON-OWNED WATERCRAFT

- a. **Section II - Who Is An Insured** is amended to include as an insured for any watercraft that is covered by this policy, any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft. However, no person or organization is an insured with respect to:
 - 1. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
 - 2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
- b. In the exception to the **Aircraft, Auto Or Watercraft** exclusion under **Coverage A Bodily Injury And Property Damage Liability**, the limitation on the length of a watercraft is increased to 51 feet.
- c. The insurance afforded by this provision **11.** is excess over any other valid and collectible insurance (including any deductible or Self Insured Retention) available to the insured, whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow the Other Insurance - Excess Insurance provisions in the COMMERCIAL GENERAL LIABILITY CONDITIONS.

12. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

In the SUPPLEMENTARY PAYMENTS - Coverages **A** and **B** provision:

- a. The limit for the cost of bail bonds is amended to \$2,500; and
- b. The limit for reasonable expenses incurred by the "insured" is amended to \$500 a day.

SERFF Tracking Number: *BEAC-125522460* *State:* *Arkansas*
First Filing Company: *The Employers' Fire Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *2008-GL-AR-FO-509*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *@vantage For - General Liability*
Project Name/Number: *MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509*

Attachment "VCG 771 AR 11 07.doc" is not a PDF document and cannot be reproduced here.

SERFF Tracking Number: *BEAC-125522460* *State:* *Arkansas*
First Filing Company: *The Employers' Fire Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *2008-GL-AR-FO-509*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *@vantage For - General Liability*
Project Name/Number: *MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BEAC-125522460 State: Arkansas
First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 2008-GL-AR-FO-509
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: @vantage For - General Liability
Project Name/Number: MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 05/07/2008

Comments:

Attachment:

Transmittal Document-FO.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 05/07/2008

Comments:

Attachment:

MedTech Forms EM.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">New Business</td> <td style="border: none; width: 100px;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

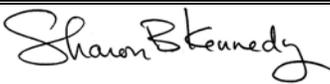
3. Group Name	Group NAIC #
White Mountains Insurance Group, LTD	1129

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Employers' Fire Insurance Company	MA	20648	04-1288420	
OneBeacon America Insurance Company	MA	20621	04-2475442	

5. Company Tracking Number	2008-GL-AR-FO-509
-----------------------------------	--------------------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Sharon B. Kennedy	Compliance Analyst	(781) 332-8190	(888) 209-7219	skennedy@onebeacon.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Sharon B. Kennedy

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

9.	Type of Insurance (TOI)	Other Liability
10.	Sub-Type of Insurance (Sub-TOI)	Commercial General Liability
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	Med-Tech/ Completed Operations Liability Coverage
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 04/15/2008 Renewal: 04/15/2008

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	03/07/2008
19.	Status of filing in domicile	<input checked="" type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	2008-GL-AR-FO-509
------------	--------------------------------------------------------------	-------------------

21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
------------	------------------------------------------------------------------------------------------------------------------------

In accordance with the filing provisions in your state, we submit for your review the follow new forms:

- **VCG 005 11 07 - @vantage for MedTech - Products/Completed Operations Liability Coverage Form -**
We are introducing this new coverage form to our Technology Segment. It will be marketed to businesses that design, manufacture, service, or distribute medical products and is intended to supplement our currently-approved OneBeacon @vantage program. The coverage form is a claims-made form and includes defense-within-limits. In addition we are including various endorsements that will apply to this form.
- **VCG 208 11 07 - @vantage for General Liability - MedTech broadened coverage endorsement -** We are also introducing an optional broadened coverage endorsement for use with MedTech CGL policies. It has been developed to specifically address the unique liability exposures presented by the medical technology industry.

Please refer to the Form Schedule and supporting documentation for details.

Under the filing provisions of your state, we are intending to implement this revision for policies effective on or after April 15, 2008.

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]
<p>Check #: Paid via EFT Amount: 50.00 Form filing fees = \$50.00 per filing per, line of business.</p> <p>1 filing x 1 line of business x \$50.00 = \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

*****Refer to 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-GL-AR-FO-509			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	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	@vantage For MedTech - Products/Completed Liability Coverage Form	VCG 005 11 07	X New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Defense Costs Outside Limits Of Insurance Endorsement	VCG 317 11 07	X New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Designated Clinical Trials Exclusion	VCG 318 11 07	X New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Latex Exclusion	VCG 319 11 07	X New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Pathogen Exclusion	VCG 321 11 07	X New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Punitive Or Exemplary Damages Exclusion	VCG 322 11 07	X New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Silicone Exclusion	VCG 323 11 07	X New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Silica or Silica-Related Dust Exclusion	VCG 324 11 07	X New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Supplemental Extended Reporting Period	VCG 325 11 07	X New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Transmissible Spongiform Encephalopathy Exclusion	VCG 326 11 07	X New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	@vantage For General Liability - MedTech	VCG 208 11 07	X New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

General Liability Form Changes - Explanatory Memorandum

In this filing we are making various revisions to our independent forms portfolio. Changes include:

- New MedTech Products/Completed Operations Liability Coverage Form and companion endorsements.
- New MedTech broadened coverage endorsement

General Liability Endorsements

A. MEDTECH PRODUCTS/COMPLETED OPERATIONS LIABILITY FORMS

VCG 005 11 07 – MedTech Products/Completed Operations Liability Coverage Form - We are introducing this form for risks specializing in the manufacture, sales and servicing of medical technology products. This new coverage is being offered to address the changing needs of insureds and insurers in a difficult products liability legal environment. This product will have no impact on our currently approved general liability products which will continue to be available through our mainstream commercial lines production channels.

This form provides claims-made coverage and includes defense within limits. We are making this coverage available on this basis primarily due to the following reasons:

1. Latency exposures that exist with this class of business. Medical products can be used for years before a person can experience adverse side effects. As such, insurance carriers may not see any claims for a number of years with these products.
2. Defense costs tend to be much higher than standard products liability coverage due to the use of these products.
3. Although it is not our intent to cover any medical malpractice in connection with this product, there is the potential for a medical product manufacturer to be named in conjunction with a medical malpractice suit and can present exorbitant defense costs.

VCG 325 11 07 – Supplemental Extended Reporting Period Endorsement

This endorsement is provided when an insured chooses to buy the unlimited extended reporting period coverage. It will be offered to all accounts when coverage is cancelled or non-renewed by the company or by the insured. No extended coverage will be offered to an insured if the policy is canceled due to their non-payment of premium.

Optional Endorsements for use with Coverage Form VCG 005

VCG 317 11 07 – Defense Costs Outside Limits Of Insurance Endorsement

Used in the case of risks presenting lower hazard exposures and presenting better than average risk characteristics.

VCG 318 11 07 – Designated Clinical Trials Exclusion

Applied when coverage for this exposure is insured with another carrier or when exposures presented are considered uninsurable by the company.

VCG 319 11 07 – Latex Exclusion

Applied when a risk presents latex exposures which could result in bodily injury.

VCG 321 11 07 – Pathogen Exclusion

Applied when a risk presents infectious disease exposures that would otherwise make the risk uninsurable.

VCG 322 11 07 – Punitive or Exemplary Damages Exclusion

Used in states where allowable.

VCG 323 11 07 – Silicone Exclusion

Applied to risks presenting these exposures that would otherwise be considered uninsurable.

VCG 324 11 07 – Silica or Silica-Related Dust Exclusion

Applied to risks presenting this exposure that would otherwise be considered uninsurable.

VCG 327 11 07 – Transmissible Spongiform Encephalopathy Exclusion

Applied to risks presenting these exposures that would otherwise be considered uninsurable.

B. MEDTECH BROADENED COVERAGE ENDORSEMENT

VCG 208 11 07 – @vantage for General Liability Endorsement - We are introducing this new optional broadened coverage endorsement for use with MedTech CGL policies. It has been developed to specifically address the unique liability exposures presented by the medical technology industry. It provides 12 coverage extensions.

SERFF Tracking Number: BEAC-125522460 State: Arkansas
 First Filing Company: The Employers' Fire Insurance Company, ... State Tracking Number: EFT \$50
 Company Tracking Number: 2008-GL-AR-FO-509
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: @vantage For - General Liability
 Project Name/Number: MedTech Products/Completed Operations Liability Coverage /2008-GL-AR-FO-509

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Punitive Or Exemplary Damages Exclusion	03/05/2008	VCG 322 11 07.pdf
No original date	Form	Supplemental Extended Reporting Period	03/05/2008	VCG 325 11 07.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION

This endorsement modifies the insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE)

This insurance does not apply to punitive or exemplary damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL EXTENDED REPORTING PERIOD

This endorsement modifies the insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM (CLAIMS-MADE)

THIS ENDORSEMENT DOES NOT REINSTATE THE AGGREGATE LIMIT OF INSURANCE

Named Insured:

Policy Number:

Endorsement Additional Premium:

Endorsement Effective Date:

Duration of SERP:

(If the above fields are not completed, refer to the Declarations for the applicable information)

A Supplemental Extended Reporting Period, as described in the **Extended Reporting Periods Section** of the policy is provided for the duration stated above. This Supplemental Extended Reporting Period begins on the Endorsement Effective Date stated above. We will deem any claim for damages because of "bodily injury" or "property damage", first made during the Supplemental Extended Reporting Period, to have been first made on the Endorsement Effective Date stated above.

The coverage provided by this endorsement is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Supplemental Extended Reporting Period begins.

This endorsement shall not take effect until all premiums and deductibles, as stated in the **Extended Reporting Periods Section** of the policy above, have been paid in full when due. Once paid in full, this endorsement may not be canceled.