

SERFF Tracking Number: PERR-125606425 State: Arkansas  
Filing Company: Benchmark Insurance Company State Tracking Number: #102566 \$50  
Company Tracking Number: BMIC-OL-CONISO-AR-08-01-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Benchmark Contractor GL Program  
Project Name/Number: BMIC-OL-CONISO-AR-08-01-F /BMIC-OL-CONISO-AR-08-01-F

## Filing at a Glance

Company: Benchmark Insurance Company  
Product Name: Benchmark Contractor GL Program SERFF Tr Num: PERR-125606425 State: Arkansas  
TOI: 17.0 Other Liability - Claims Made/Occurrence SERFF Status: Closed State Tr Num: #102566 \$50  
Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: BMIC-OL-CONISO-AR-08-01-F State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding  
Author: Lance Julian Disposition Date: 05/13/2008  
Date Submitted: 05/02/2008 Disposition Status: Approved  
Effective Date Requested (New): 06/07/2008 Effective Date (New):  
Effective Date Requested (Renewal): 06/07/2008 Effective Date (Renewal):  
State Filing Description:

## General Information

Project Name: BMIC-OL-CONISO-AR-08-01-F Status of Filing in Domicile: Pending  
Project Number: BMIC-OL-CONISO-AR-08-01-F Domicile Status Comments:  
Reference Organization: Insurance Services Office (ISO) Reference Number: All currently approved forms  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 05/13/2008 Deemer Date:  
State Status Changed: 05/13/2008  
Corresponding Filing Tracking Number: BMIC-OL-CONISO-AR-08-01-R  
Filing Description:  
On behalf of Benchmark Insurance Company Inc. ("the Company"), we are filing to introduce their Contractor General Liability Program. This new program will consist of the adoption of ISO loss costs, forms and rules as well as company specific forms. Please see the enclosed filing memorandum for complete details. While this filing consists of the forms the rates and rules are exempt from filing per AR Statute 23-67-206.

SERFF Tracking Number: PERR-125606425 State: Arkansas  
Filing Company: Benchmark Insurance Company State Tracking Number: #102566 \$50  
Company Tracking Number: BMIC-OL-CONISO-AR-08-01-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Benchmark Contractor GL Program  
Project Name/Number: BMIC-OL-CONISO-AR-08-01-F /BMIC-OL-CONISO-AR-08-01-F

The Company respectfully requests that this filing be implemented for all policies on June 7, 2008 or the earliest possible date upon approval/acknowledgement.

Enclosed is authorization for Perr&Knight to submit this filing on behalf of the Company. All correspondence related to this filing should be directed to Perr&Knight. The Company has prepared the forms contained in this filing along with the filing memorandum. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company contact. The Company response will be submitted to your attention as soon as we receive it.

We trust you will find this submission acceptable and as such look forward to your approval.

Please do not hesitate to contact us with any questions or comments.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Lance Julian, State Filings Project Coordinator doi@perrknight.com  
881 Alma Real Drive ste 205 (888) 201-5123 [Phone]  
Pacific Palisades, CA 90272 (310) 230-8529[FAX]

### Filing Company Information

Benchmark Insurance Company	CoCode: 41394	State of Domicile: Kansas
6405 Metcalf Ave	Group Code:	Company Type: Property Casualty
Building 3		
Overland Park, KS 66202	Group Name:	State ID Number:
(888) 376-9633 ext. 8458[Phone]	FEIN Number: 48-6114880	

-----

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50 per form filing



SERFF Tracking Number: PERR-125606425 State: Arkansas  
Filing Company: Benchmark Insurance Company State Tracking Number: #102566 \$50  
Company Tracking Number: BMIC-OL-CONISO-AR-08-01-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Benchmark Contractor GL Program  
Project Name/Number: BMIC-OL-CONISO-AR-08-01-F /BMIC-OL-CONISO-AR-08-01-F

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Benchmark Insurance Company	\$0.00	05/02/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
102566	\$50.00	04/16/2008

SERFF Tracking Number: PERR-125606425 State: Arkansas  
Filing Company: Benchmark Insurance Company State Tracking Number: #102566 \$50  
Company Tracking Number: BMIC-OL-CONISO-AR-08-01-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Benchmark Contractor GL Program  
Project Name/Number: BMIC-OL-CONISO-AR-08-01-F /BMIC-OL-CONISO-AR-08-01-F

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	05/13/2008	05/13/2008

*SERFF Tracking Number:* PERR-125606425 *State:* Arkansas  
*Filing Company:* Benchmark Insurance Company *State Tracking Number:* #102566 \$50  
*Company Tracking Number:* BMIC-OL-CONISO-AR-08-01-F  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability  
*Product Name:* Benchmark Contractor GL Program  
*Project Name/Number:* BMIC-OL-CONISO-AR-08-01-F /BMIC-OL-CONISO-AR-08-01-F

## **Disposition**

Disposition Date: 05/13/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125606425 State: Arkansas  
 Filing Company: Benchmark Insurance Company State Tracking Number: #102566 \$50  
 Company Tracking Number: BMIC-OL-CONISO-AR-08-01-F  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Benchmark Contractor GL Program  
 Project Name/Number: BMIC-OL-CONISO-AR-08-01-F /BMIC-OL-CONISO-AR-08-01-F

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memo & Letter of Authority	Approved	Yes
Form	Exclusion – Subsidence	Approved	Yes
Form	Exclusion – Lead	Approved	Yes
Form	Exclusion – Asbestos	Approved	Yes
Form	Exclusion – Chromated Copper Arsenate	Approved	Yes
Form	Exclusion – Cross Suits	Approved	Yes
Form	Exclusion – Intentional Injury	Approved	Yes
Form	Additional Insured Endorsement (Blanket)	Approved	Yes
Form	Contractors Special Condition	Approved	Yes
Form	Sunset Provision	Approved	Yes
Form	Exclusion – Formaldehyde	Approved	Yes
Form	Exclusion – Open Flame	Approved	Yes
Form	Exclusion – Torch Down and Torch On Roofing	Approved	Yes
Form	Exclusion – Injury to Employees, Contractors & Employees of Contractors	Approved	Yes
Form	Exclusion – Pending and Prior Litigation	Approved	Yes
Form	Exclusion – Demolition	Approved	Yes
Form	Exclusion – Roofing Limitation	Approved	Yes
Form	Underground Utility Location Condition	Approved	Yes
Form	Exclusion – Punitive or Exemplary Damage	Approved	Yes
Form	Minimum Earned Premium	Approved	Yes
Form	Exclusion – Canine Liability	Approved	Yes
Form	Products or Work Exclusion	Approved	Yes
Form	Additional Insured – Primary and Non-Contributory – Owners,	Approved	Yes
Form	Maintenance and Habitability Exclusion	Approved	Yes

SERFF Tracking Number: PERR-125606425 State: Arkansas  
 Filing Company: Benchmark Insurance Company State Tracking Number: #102566 \$50  
 Company Tracking Number: BMIC-OL-CONISO-AR-08-01-F  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Benchmark Contractor GL Program  
 Project Name/Number: BMIC-OL-CONISO-AR-08-01-F /BMIC-OL-CONISO-AR-08-01-F

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Exclusion – Subsidence	BIC 3000	04/08	Endorsement/Amendment/Conditions	New	0.00	BIC 3000.pdf
Approved	Exclusion – Lead	BIC 3001	04/08	Endorsement/Amendment/Conditions	New	0.00	BIC 3001.pdf
Approved	Exclusion – Asbestos	BIC 3002	04/08	Endorsement/Amendment/Conditions	New	0.00	BIC 3002.pdf
Approved	Exclusion – Chromated Copper Arsenate	BIC 3003	04/08	Endorsement/Amendment/Conditions	New	0.00	BIC 3003.pdf
Approved	Exclusion – Cross Suits	BIC 3004	04/08	Endorsement/Amendment/Conditions	New	0.00	BIC 3004.pdf
Approved	Exclusion – Intentional Injury	BIC 3005	04/08	Endorsement/Amendment/Conditions	New	0.00	BIC 3005.pdf
Approved	Additional Insured Endorsement (Blanket)	BIC 3006	04/08	Endorsement/Amendment/Conditions	New	0.00	BIC 3006.pdf
Approved	Contractors Special Condition	BIC 3007	04/08	Endorsement/Amendment/Conditions	New	0.00	BIC 3007.pdf
Approved	Sunset Provision	BIC 3008	04/08	Endorsement/Amendment/Conditions	New	0.00	BIC 3008.pdf

SERFF Tracking Number: PERR-125606425 State: Arkansas  
 Filing Company: Benchmark Insurance Company State Tracking Number: #102566 \$50  
 Company Tracking Number: BMIC-OL-CONISO-AR-08-01-F  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Benchmark Contractor GL Program  
 Project Name/Number: BMIC-OL-CONISO-AR-08-01-F /BMIC-OL-CONISO-AR-08-01-F

Approval	Exclusion Description	BIC	Effective Date	Endorsement/Condition	Amount	Attachment
Approved	Exclusion – Formaldehyde	BIC 3009	04/08	Endorsement/Amendment/Conditions	0.00	BIC 3009.pdf
Approved	Exclusion – Open Flame	BIC 3010	04/08	Endorsement/Amendment/Conditions	0.00	BIC 3010.pdf
Approved	Exclusion – Torch Down and Torch On Roofing	BIC 3012	04/08	Endorsement/Amendment/Conditions	0.00	BIC 3012.pdf
Approved	Exclusion – Injury to Employees, Contractors & Employees of Contractors	BIC 3013	04/08	Endorsement/Amendment/Conditions	0.00	BIC 3013.pdf
Approved	Exclusion – Pending and Prior Litigation	BIC 3014	04/08	Endorsement/Amendment/Conditions	0.00	BIC 3014.pdf
Approved	Exclusion – Demolition	BIC 3015	04/08	Endorsement/Amendment/Conditions	0.00	BIC 3015.pdf
Approved	Exclusion – Roofing Limitation	BIC 3016	04/08	Endorsement/Amendment/Conditions	0.00	BIC 3016.pdf
Approved	Underground Utility Location Condition	BIC 3018	04/08	Endorsement/Amendment/Conditions	0.00	BIC 3018.pdf
Approved	Exclusion – Punitive or	BIC 3019	04/08	Endorsement/Amendment	0.00	BIC 3019.pdf

SERFF Tracking Number: PERR-125606425 State: Arkansas  
 Filing Company: Benchmark Insurance Company State Tracking Number: #102566 \$50  
 Company Tracking Number: BMIC-OL-CONISO-AR-08-01-F  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Benchmark Contractor GL Program  
 Project Name/Number: BMIC-OL-CONISO-AR-08-01-F /BMIC-OL-CONISO-AR-08-01-F

	Exemplary Damage			ent/Condi ons			
Approved	Minimum Earned Premium	BIC 3020	04/08	Endorseme New nt/Amendm ent/Condi ons	0.00		BIC 3020.pdf
Approved	Exclusion – Canine Liability	BIC 3021	04/08	Endorseme New nt/Amendm ent/Condi ons	0.00		BIC 3021.pdf
Approved	Products or Work Exclusion	BIC 3022	04/08	Endorseme New nt/Amendm ent/Condi ons	0.00		BIC 3022.pdf
Approved	Additional Insured – Primary and Non- Contributory – Owners,	BIC 3023	04/08	Endorseme New nt/Amendm ent/Condi ons	0.00		BIC 3023.pdf
Approved	Maintenance and Habitability Exclusion	BIC 3024	04/08	Endorseme New nt/Amendm ent/Condi ons	0.00		BIC 3024.pdf



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

## EXCLUSION – SUBSIDENCE

---

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION I – COVERAGES**, paragraph **2. Exclusions** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph **2. Exclusions** of **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY**:

This insurance does not apply to:

#### **Subsidence**

“bodily injury”, “property damage” or “personal and advertising injury” arising out of the “subsidence” of land and arising out of or attributable to any ongoing operation or the insured or performed on the insured’s behalf or the “products/completed operations hazard”.

This exclusion applies whether such “bodily injury”, “property damage” or “personal and advertising injury” arising solely from “subsidence” or from “subsidence” in combination with other causes, whether natural or man made.

“Subsidence” means earth movement including but not limited to:

- (1) Landslide;
- (2) Mudflow;
- (3) Earth sinking;
- (4) Earth rising;
- (5) Collapse or movement of fill;
- (6) Improper compaction;
- (7) Earth settling, slipping, falling away, caving in, eroding or tilting;
- (8) Earthquake; or
- (9) Any other movement of land or earth.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

## EXCLUSION – LEAD

---

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION I – COVERAGES**, paragraph **2. Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph **2. Exclusions of COVERAGE B, PERSONAL AND ADVERTISING LIABILITY**:

This insurance does not apply to:

Lead

“Bodily injury,” “property damage” or “personal and advertising injury” arising out of the manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, replacement or handling of, or exposure to, lead paint or any product containing lead.

This exclusion shall apply without regard to the allegations or basis of the insured’s liability.

Notwithstanding the provisions of this policy regarding the obligation to defend you, where a “suit” is based in whole or in part upon “bodily injury,” “property damage” or “personal and advertising injury”, liability for which coverage is excluded by this endorsement; we shall have the right, but not the obligation, to defend said “suit.” If we exercise the right to defend said “suit” we shall have the obligation to pay for the defense, but if we do not exercise the right to defend, we shall have no obligation to pay for the defense.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

## EXCLUSION – ASBESTOS

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATINS LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
RAILFOAD PROTECTIVE LIABILITY COVERAGE FORM  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK  
POLLUTION LIABILITY COVERAGE FORM**

The following is added to **SECTION I – COVERAGES**, paragraph **2. Exclusions** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph **2. Exclusions** of **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY**:

This insurance does not apply to:

Asbestos

- (1) “Bodily injury,” “property damage” or “personal and advertising injury” arising out of the actual, alleged or threatened exposure at any time to “asbestos”; or
- (2) Any loss, cost or expense that may be awarded or incurred:
  - (a) by reason of a claim or “suit” for any such injury or damage; or
  - (b) in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of “asbestos.”

“Asbestos” means the mineral in any form whether or not the “asbestos” was at any time:

- (1) airborne as a fiber, particle or dust;
- (2) contained in or formed a part of a product, structure or other real or personal property;
- (3) carried on clothing;
- (4) inhaled or ingested; or
- (5) transmitted by any other means.

This exclusion shall apply without regard to the allegations or basis of the insured’s liability.

Notwithstanding the provisions of this policy regarding the obligation to defend you, where a “suit” is based in whole or in part upon “bodily injury,” “property damage” or “personal and advertising injury”, liability for which coverage is excluded by this endorsement; we shall have the right, but not the obligation, to defend said “suit.” If we exercise the right to defend said “suit” we shall have the obligation to pay for the defense, but if we do not exercise the right to defend, we shall have no obligation to pay for the defense.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**EXCLUSION – CHROMATED COPPER ARSENATE**

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
POLLUTION LIABILITY COVERAGE FORM**

The following is added to **SECTION I – COVERAGES**, paragraph **2. Exclusions** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph **2. Exclusions** of **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY**:

This insurance does not apply to:

**Chromated Copper Arsenate**

- (1) “Bodily injury,” “property damage” or “personal and advertising injury” arising out of the actual, alleged or threatened exposure at any time to chromated copper arsenate (CCA), whether such CCA is in pure form or is or was combined with any other chemical product or material, and whether the existence of or exposure to CCA has caused, or contributed to the cause of damage in any sequence or combination.
- (2) Any damage, loss, cost or expense that may be awarded or incurred by reason of a claim or “suit” for any such injury or damage. This includes any injury or damage caused or alleged to have been caused by the removal, eradication, detoxification, remediation or decontamination of CCA or property containing CCA and includes any liability, cost or expense to remediate or prevent “bodily injury,” “property damage” or “personal and advertising injury” from CCA.

This exclusion shall apply without regard to the allegations or basis of the insured’s liability.

Notwithstanding the provisions of this policy regarding the obligation to defend you, where a “suit” is based in whole or in part upon “bodily injury,” “property damage” or “personal and advertising injury”, liability for which coverage is excluded by this endorsement; we shall have the right, but not the obligation, to defend said “suit.” If we exercise the right to defend said “suit” we shall have the obligation to pay for the defense, but if we do not exercise the right to defend, we shall have no obligation to pay for the defense.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

## **EXCLUSION – CROSS SUITS**

---

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following is added to **SECTION I – COVERAGES**, paragraph **2. Exclusions** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph **2. Exclusions** of **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY**:

This insurance does not apply to:

#### **Cross Suits**

Any “suit” by, or including, any insured or additional insured against any other insured or additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

## EXCLUSION – INTENTIONAL INJURY

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
POLLUTION LIABILITY COVERAGE FORM**

Exclusion a. **Expected or Intended Injury** under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is deleted and replaced with the following:

**2. Exclusions**

This insurance does not apply to:

**a. Intentional Injury**

**i. Expected or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of any insured, or

**ii. Assault and Battery**

“Bodily injury” or “property damage” arising out of:

- (a) Assault,
- (b) Battery,
- (c) Harmful or offensive contact between or among two or more persons
- (d) Apprehension of harmful or offensive contact between or among two or more persons,
- (e) Threat by word or deed.

These exclusions apply regardless of:

- i. whether or not the acts are alleged to be by or at the direction of any insured,
- ii. whether or not the acts arose out of the alleged failure of any insured in the hiring or supervision of any person, or
- iii. whether or not the acts arose out of the alleged failure of any insured to prevent or suppress such acts.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**ADDITIONAL INSURED ENDORSEMENT  
(BLANKET)**

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. The following paragraph is added to SECTION II – WHO IS AN INSURED:**

**4.** Any additional insured interest where required by written contract, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by

**a.** Your acts or omissions; or

**b.** The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

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

This insurance does not apply to “bodily injury” or “property damage” occurring after:

**1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**2.** 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.** This endorsement in no way alters coverage or provides insurance not already afforded by this policy. Unless expressly modified herein, coverage is governed by the terms and conditions of this policy, including the insuring agreements. All the provisions and exclusions of this policy that apply to Liability Coverages also apply to this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

## CONTRACTORS SPECIAL CONDITION

---

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

#### **Contractors**

As a condition precedent to coverage for any claim for injury or damage based, in whole or in part, upon work performed by independent contractors, the insured must have, prior to the start of work and the date of the “occurrence” giving rise to the claim or “suit:”

- (1) received a written indemnity agreement from the independent contractor holding the insured harmless for all liabilities, including costs of defense, arising from the work or the independent contractor;
- (2) obtained certificates of insurance from the independent contractor indicating that the insured is named as an additional insured and that coverage is maintained with minimum limits of \$1,000,000 per occurrence;
- (3) obtained proof that the independent contractor has workers compensation insurance if required by the state in which the job(s) is located; and
- (4) obtained proof that all licenses as required by local and/or state statute, regulation or ordinance are up to date.

The insured must maintain the records evidencing compliance with paragraphs (1) through (4) for a minimum of five years from the expiration date of this policy. If coverage indicated under (2) and (3) above are not maintained, we shall have no obligation to defend or indemnify any insured for work performed by independent contractors on your behalf represented by the certificates of insurance referenced in (2) and (3) above.

The insurance provided by this policy shall be excess over and above any other valid and collectible insurance available to the insured under paragraph (2).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**SUNSET PROVISION**

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This policy will not provide any coverage, regardless of the other terms and conditions of the policy, including the definition of "occurrence," for any claim or "suit" made against an insured unless the claim or "suit" is reported in writing to us within two (2) years after expiration of the policy period.

The provisions of this endorsement shall not extend or otherwise affect any time limitation of requirements set forth in the Policy regarding notice or reporting.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

## **EXCLUSION – FORMALDEHYDE**

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
POLLUTION LIABILITY COVERAGE FORM**

The following is added to **SECTION I – COVERAGES**, paragraph **2. Exclusions** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph **2. Exclusions** of **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY**:

This insurance does not apply to:

Formaldehyde

- (1) “Bodily injury,” “property damage” or “personal and advertising injury” arising out of the actual, alleged or threatened exposure at any time to formaldehyde, whether the formaldehyde is in pure form or is or was combined with any other chemical product or material, and whether the existence of or exposure to formaldehyde has caused, or contributed to cause, damage in any sequence or combination.
- (2) Any damages, loss, cost or expense that may be awarded or incurred by reason of a claim or “suit” for any such injury or damage. This includes any injury or damage caused or alleged to have been caused by the removal, eradication, detoxification, remediation or decontamination of formaldehyde or property containing formaldehyde and includes any liability, cost or expense to remediate or prevent “bodily injury,” “property damage” or “personal and advertising injury” from formaldehyde.

This exclusion shall apply without regard to the allegations or basis of the insured’s liability.

Notwithstanding the provisions of this policy regarding the obligation to defend you, where a “suit” is based in whole or in part upon “bodily injury,” “property damage” or “personal and advertising injury”, liability for which coverage is excluded by this endorsement; we shall have the right, but not the obligation, to defend said “suit.” If we exercise the right to defend said “suit” we shall have the obligation to pay for the defense, but if we do not exercise the right to defend, we shall have no obligation to pay for the defense.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**EXCLUSION – OPEN FLAME**

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following is added to **SECTION I – COVERAGES**, paragraph **2. Exclusions** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph **2. Exclusions** of **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY**:

This insurance does not apply to:

**Open Flame**

“Bodily injury,” “property damage” or “personal and advertising injury” arising out of, directly or indirectly resulting from or in consequence of, or in any way involving an open flame in the removal of paint or any other coating.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**EXCLUSION –TORCH DOWN AND TORCH ON ROOFING**

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following is added to **SECTION I – COVERAGES**, paragraph **2. Exclusions** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph **2. Exclusions** of **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY**:

This insurance does not apply to:

**Torch Down and Torch On**

“Bodily injury,” “property damage” or “personal and advertising injury” arising out of, directly or indirectly resulting from or in consequence of, or in any way involving, a wand, open flame, torch and/or heat applications commonly referred to in the roofing industry as “torch down” and/or “torch on.”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**EXCLUSION –INJURY TO EMPLOYEES, CONTRACTORS  
& EMPLOYEES OF CONTRACTORS**

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Paragraph e. Employer's Liability of 2. **Exclusions** under **SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following:

**e. "Bodily Injury" To Employees and Contractors**

- (1) "Bodily injury" to any insured, to any contractor hired or retained by or for any insured, or to any employee of such contractor, if such claim for "bodily injury" arises out of and in the course of their employment or retention of such contractor by or for any insured, for which any insured may become liable in any capacity.
- (2) Any obligation of any insured to indemnify or contribute with another because of damages arising out of the "bodily injury"; or
- (3) "Bodily injury" sustained by the spouse, child, parent, brother or sister of any employee of any insured, or of a contractor, or of any employee of a contractor of any insured as a consequence of "bodily injury" to such employee, contractor or employee of such contractor, arising out of and in the course of such employment or retention by or for any insured.

This exclusion applies to all claims and "suits" by any person or organization for damages because of such "bodily injury", including damages for care and loss of services.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

## EXCLUSION – PENDING AND PRIOR LITIGATION

---

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION I – COVERAGES**, paragraph **2. Exclusions** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph **2. Exclusions** of **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY**:

This insurance does not apply to:

#### **Pending or prior Litigation**

“Bodily injury,” “property damage” or “personal and advertising injury” arising from all pending or prior litigation as well as all future claims arising out of said pending or prior litigation.

For the purposes of this exclusion:

- (1) Injury or damage is known to any insured when any insured is aware or reasonably should be aware that the injury or damage has occurred; and
- (2) Knowledge of “bodily injury” or “property damage” arising from an “occurrence” or “personal and advertising injury” arising from an offense constitutes knowledge of all injury or damage caused by the same “occurrence” or offense.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

## EXCLUSION – DEMOLITION

---

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION I – COVERAGES**, paragraph **2. Exclusions** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

#### **Demolition**

- (1) “Bodily injury” or “property damage” arising out of any blasting operations
- (2) “Bodily injury” or “property damage” arising from the use of a “ball and chain” or similar apparatus;
- (3) “Bodily injury” or “property damage” arising out of the demolition of any building or structure which has an original height in excess of three stories or original height in excess of fifty (50) feet; or
- (4) “Property damage” to any abutting, adjoining, common or party wall.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

## EXCLUSION – ROOFING LIMITATION

---

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION I – COVERAGES**, paragraph **2. Exclusions** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph **2. Exclusions** of **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY**:

This insurance does not apply to:

#### Roofing Limitation

- (1) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of:
  - (a) The handling, storage or transportation of hot tar or any other heated substance; or
  - (b) Any job site where you are working, or have worked, on a roof of a building or structure, whether work is completed or not, in excess of three (3) stories or thirty-six (36) feet in height.
- (2) “Property damage” to any building or structure caused by fire if caused by the application of open flame or torch to roofing materials or to roofs whether removing roofs or roofing materials or installing roofs or roofing materials.
- (3) “Property damage” to any building or structure or its contents or any related items thereto, caused by or resulting from the intrusion of rain, snow sleet or hail for any reason, including the negligence of the insured during the course of the insured’s “roofing operations”; unless the insured applies a “secured protective cover” of waterproof material over all portions of the “open roof,” thereby preventing entry by any of the perils mentioned above.

As used in this endorsement:

“Open roof” is defined as a roof or section thereof from which the protective covering (shingles, tar, tiles, felt paper, etc.) has been removed leaving exposed the decking, supporting structure, or interior of the building or its contents to the intrusion of rain, snow, sleet or hail.

“Roofing operations” is defined to mean removal of any old roofing material and the application of new roofing material.

“Secured protective cover” is defined as weatherproof covering applied and securely fastened as if permanent in nature except for its temporary employment until completion of the “roofing operations”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**UNDERGROUND UTILITY LOCATION CONDITION**

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

Underground Utility Location

It is a condition precedent to coverage that before the insured commences any digging, excavation, boring or similar underground work, a local locator service must come to the job site and mark all underground lines, pipes, cables, and underground utilities. The insured must obtain a written response from the locator service.

If this is not done, coverage under this policy is voided for any “suit,” claim, loss, costs or expenses arising out of such digging operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**EXCLUSION – PUNITIVE OR EXEMPLARY DAMAGE**

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following is added to **SECTION I – COVERAGES**, paragraph **2. Exclusions** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph **2. Exclusions** of **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY**:

This insurance does not apply to:

**Punitive or Exemplary Damage**

Any sums that the insured becomes legally obligated to pay for punitive, exemplary or multiple damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**MINIMUM EARNED PREMIUM**

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is agreed that twenty-five percent (25%) of the annual premium or \$500, whichever is greater, is fully earned as of the inception date of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

## **EXCLUSION – CANINE LIABILITY**

---

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following is added to **SECTION I – COVERAGES**, paragraph **2. Exclusions** of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph **2. Exclusions** of **COVERAGE B. PERSONAL AND ADVERTISING LIABILITY**:

This insurance does not apply to:

#### **Dogs**

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the ownership, rental, maintenance or use of dogs.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**PRODUCTS OR WORK EXCLUSION**

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART**

**SCHEDULE**

**Products:**

**Work:**

**This insurance does not apply to “your products” or “your work” completed prior to the policy period. Specifically, this insurance does not apply to:**

“Bodily injury”, “property damage”, “personal injury”, “advertising injury”, or “medical payments” included in the “products-completed operations hazard” and arising out of, or alleged to arise out of, any of “your products” manufactured, assembled, sold, handled or distributed by or on behalf of you prior to the date shown in the Schedule or “your work” performed by or on behalf of you prior to the date shown in the Schedule.

We will not defend any claim or suit, or pay any damages, loss, expense, cost, or obligation caused directly or indirectly by, arising out of, or alleged to arise out of, resulting from, contributed to, contributed by, or related in any way to “your products” manufactured, assembled, sold, handled or distributed by or on behalf of you prior to the date shown in the Schedule or “your work” performed by or on behalf of you prior to the date shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

**ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY – OWNERS,  
LESSEES OR CONTRACTORS**

---

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. The following paragraph is added to SECTION II – WHO IS AN INSURED:**

4. Any additional insured interest where required by written contract, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by

- a. Your acts or omissions; or

- b. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured.

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

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. 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. It is agreed that the insurance provided for the benefit of the additional insureds shall be Primary and Non-Contributory, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:**

1. Your acts or omissions; or

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

in the performance of your ongoing operations for the additional insureds.

**D. This endorsement in no way alters coverage or provides insurance not already afforded by this policy. Unless expressly modified herein, coverage is governed by the terms and conditions of this policy, including the insuring agreements. All the provisions and exclusions of this policy that apply to Liability Coverages also apply to this endorsement.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MAINTENANCE AND HABITABILITY EXCLUSION

---

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In consideration of the premium charged it is understood and agreed that this policy is amended by the addition of the following exclusions being added to:

**Section I – Coverages, Coverage A, Bodily Injury and Property Damage Liability;**

**Section I – Coverages, Coverage B, Personal and Advertising Injury Liability:**

- A. This insurance does not apply and we shall have no duty to defend or indemnify any claim, demand, suit, action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief, or administrative relief alleging “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the insured’s failure to maintain any premises, site or location in a tenantable, habitable, livable or usable condition and/or for which a claim is made or “suit” filed alleging actual or constructive wrongful eviction, violation of any rent stabilization laws and ordinances, and/or violation of any local, state, and/or federal code, law, ordinance, statute, rule or regulation, that relates to the tenantability, habitability, condition, maintenance or upkeep of any premises, site or location, whether this:
1. Arises in whole or in part out of claims and/or allegations that any part of the premises, site or location is/was untenable, not habitable and/or was improperly maintained;
  2. Arises out of a chain of events which includes a claim that any part of the premises, site or location is/was untenable, not habitable and/or was improperly maintained, regardless of whether the tenantability maintenance and habitability claim is the initial precipitating event or a substantial cause of the alleged damage or injury; or
  3. Arises out of a claim that any part of the premises, site or location at issue is/was untenable, not habitable and/or was improperly maintained as a concurrent cause of injury, regardless of whether the tenantability, maintenance and habitability claim is the proximate cause of damage or injury.

SERFF Tracking Number: PERR-125606425 State: Arkansas  
Filing Company: Benchmark Insurance Company State Tracking Number: #102566 \$50  
Company Tracking Number: BMIC-OL-CONISO-AR-08-01-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Benchmark Contractor GL Program  
Project Name/Number: BMIC-OL-CONISO-AR-08-01-F /BMIC-OL-CONISO-AR-08-01-F

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125606425 State: Arkansas  
Filing Company: Benchmark Insurance Company State Tracking Number: #102566 \$50  
Company Tracking Number: BMIC-OL-CONISO-AR-08-01-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Benchmark Contractor GL Program  
Project Name/Number: BMIC-OL-CONISO-AR-08-01-F /BMIC-OL-CONISO-AR-08-01-F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 05/13/2008

**Comments:**

**Attachments:**

NAIC PCTD.pdf

NAIC FFS.pdf

**Satisfied -Name:** Filing Memo & Letter of Authority **Review Status:** Approved 05/13/2008

**Comments:**

**Attachments:**

Actuarial Memo - AR.pdf

LOA.pdf



**Property & Casualty Transmittal Document—**

<b>20. This filing transmittal is part of Company Tracking #</b>	<b>BMIC-OL-CONISO-AR-08-01-F</b>
--	----------------------------------

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

On behalf of Benchmark Insurance Company Inc. (“the Company”), we are filing to introduce their Contractor General Liability Program. This new program will consist of ISO Loss Costs, forms and rules as well as company specific forms. Please see the enclosed filing memorandum for complete details.

The Company respectfully requests that this filing be implemented for all policies on June 7, 2008 or the earliest possible date upon approval/acknowledgement.

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
------------	---

**Check #:** 102566  
**Amount:** \$50.00

\$50 per form filing

**Refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to the each state’s checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**FORM FILING SCHEDULE**

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	BMIC-OL-CONISO-AR-08-01-F			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>

01	Exclusion – Subsidence	BIC 3000 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	Exclusion – Lead	BIC 3001 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	Exclusion – Asbestos	BIC 3002 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	Exclusion – Chromated Copper Arsenate	BIC 3003 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	Exclusion – Cross Suits	BIC 3004 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	Exclusion – Intentional Injury	BIC 3005 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
07	Additional Insured Endorsement (Blanket)	BIC 3006 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
08	Contractors Special Condition	BIC 3007 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
09	Sunset Provision	BIC 3008 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
10	Exclusion – Formaldehyde	BIC 3009 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
11	Exclusion – Open Flame	BIC 3010 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
12	Exclusion – Torch Down and Torch On Roofing	BIC 3012 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

**FORM FILING SCHEDULE (Continued)**

(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.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	BMIC-OL-CONISO-AR-08-01-F			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>

13	Exclusion – Injury to Employees, Contractors & Employees of Contractors	BIC 3013 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
14	Exclusion – Pending and Prior Litigation	BIC 3014 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
15	Exclusion – Demolition	BIC 3015 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
16	Exclusion – Roofing Limitation	BIC 3016 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
17	Underground Utility Location Condition	BIC 3018 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
18	Exclusion – Punitive or Exemplary Damage	BIC 3019 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
19	Minimum Earned Premium	BIC 3020 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
20	Exclusion – Canine Liability	BIC 3021 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
21	Products or Work Exclusion	BIC 3022 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
22	Additional Insured – Primary and Non-Contributory – Owners, Lessees or Contractors	BIC 3023 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
23	Maintenance and Habitability Exclusion	BIC 3024 (04/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
24			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

## Benchmark Insurance Company

### Commercial General Liability – Contractors Program New Program Filing

State of Arkansas

#### Actuarial Filing Memorandum

On behalf of Benchmark Insurance Company (“the Company”), Perr&Knight is submitting this new Contractors Program filing under the Commercial General Liability line of business. This proposed program will adopt all currently approved Insurance Services Office (“ISO”) forms, loss costs, and rules for Commercial Lines Manual (“CLM”), Division Six – General Liability. The Company will also be submitting 23 independent forms as part of the filing, as well as a signature page. In addition, the Company will be modifying the ISO loss costs and rules via the attached company exception pages.

At this time, the Company is planning to primarily write Contractors policies using ISO’s loss costs, rules, forms, etc., subject to the exception pages and amendatory endorsements filed herein. Although the proposed loss cost multiplier (“LCM”) will be available for use to write all classes within Commercial General Liability, the Company plans to file separate LCMs and any appropriate independent material for business outside of the Contractors classes, if and when its business plan expands.

The Company will be adopting all of ISO’s currently approved rules, loss costs, increased limit factors (“ILFs”), and forms. The Company will also be adopting all of ISO’s current applicable ELP supplements. ISO files rules, loss costs, ILFs, and forms on behalf of the Company. The Company wishes to be on an “auto-adopt” status with respect to future ISO revisions to loss costs and rules.

The Company plans to issue policies on both an occurrence basis as well as on a claims-made basis.

\*\*\*\*\*

#### Rates

The rates will be established using the current ISO loss costs for commercial general liability, GL-2008-BGL1, and BIC’s proposed general liability loss cost multiplier (“LCM”). The proposed LCM is the same as approved for SUA Insurance Company, company filing number SUA-GL-AR-05014-R.

#### Rules

This program is based on the current ISO CLM, Division Six – General Liability rules, with exceptions as detailed in the filing. The exceptions are the same as approved for SUA Insurance Company, company filing number SUA-GL-AR-05014-R, with an additional exception rule for New Entities.

#### Forms

This program is based on the current ISO CLM, Division Six – General Liability forms, with exceptions as detailed in the filing. The independent company forms are the same as SUA Insurance Company, company filing number SUA-CON-GL-AR-05015-F, with additional forms for Products or Work Exclusion; Additional Insured – Primary and Non-Contributory – Owners, Lessees or Contractors; and Maintenance and Habitability Exclusion.

\*\*\*\*\*

The proposed effective date for this program is May 15, 2008, or the earliest date possible.



March 31, 2008

Benchmark Insurance Company  
NAIC Company Code 41394

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rate, rule, form filings on behalf of Benchmark Insurance Company for the States:

AL, AK, AR, AZ, ID, IL, IN, IA, KS, KY, MD, MN, MS, MT, NE, NM, NC, OH, OK, SC, TN, TX, UT, VA, WA, WV, WI And WY.

FL, GA, and LA.

CT, DE, NJ & VT

This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed in be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight, Inc. at the following address:

Perr&Knight, Inc.  
881 Alma Real Drive, Suite 205  
Pacific Palisades, CA 90272  
Tel: (310) 230-9339  
Fax: (310) 230-1061

Please contact me at (952) 974 - 2235 if you have any questions regarding this authorization.

Sincerely,



Dan Fosterling, CPCU, ARe, AU  
Vice President/ Director  
Benchmark Insurance Company

---

A wholly owned subsidiary of TREAN Corporation