

SERFF Tracking Number: AGNY-125679244 State: Arkansas
First Filing Company: Granite State Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: AIC-08-GL-17
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Commercial General Liability 15164028872017002
Project Name/Number: /

Filing at a Glance

Companies: Granite State Insurance Company, New Hampshire Insurance Company

Product Name: Commercial General Liability SERFF Tr Num: AGNY-125679244 State: Arkansas
15164028872017002

TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: AIC-08-GL-17

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Author: Walter Murphy

Disposition Date: 06/12/2008

Date Submitted: 06/09/2008

Disposition Status: Approved

Effective Date Requested (New): 07/10/2008

Effective Date (New):

Effective Date Requested (Renewal): 07/10/2008

Effective Date (Renewal):

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments: This filing is being submitted simultaneously in all states.

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 06/12/2008

State Status Changed: 06/12/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The referenced companies submit for your review and approval their Commercial General Liability Amendatory Endorsement No. 97034 (2/08) and Products-Completed Operations Pollution Liability Coverage Extension Endorsement No. 97079 (4/08).

These forms will be used with the occurrence versions of the ISO Commercial General Liability Coverage Form and ISO

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Pollution Liability Coverage Form Designated Sites, respectively.

Company and Contact

Filing Contact Information

Walter Murphy, Filings Analyst
 175 Water Street
 New York, NY 10038
 Walter.Murphy@AIG.com
 (212) 458-2192 [Phone]
 (212) 458-7077[FAX]

Filing Company Information

Granite State Insurance Company 70 Pine Street New York, NY 10270 (212) 770-7000 ext. [Phone]	CoCode: 23809 Group Code: Group Name: FEIN Number: 02-0140690 -----	State of Domicile: Pennsylvania Company Type: State ID Number:
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New Hampshire Insurance Company 70 Pine Street New York, NY 10270 (212) 770-7000 ext. [Phone]	CoCode: 23841 Group Code: Group Name: FEIN Number: 02-0172170 -----	State of Domicile: Pennsylvania Company Type: State ID Number:
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Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 1 Form Filing = \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Granite State Insurance Company	\$50.00	06/09/2008	20739471
New Hampshire Insurance Company	\$0.00	06/09/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	06/12/2008	06/12/2008

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Disposition

Disposition Date: 06/12/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	Commercial General Liability Amendatory Endorsement	Approved	Yes
Form	Products-Completed Operations Pollution Coverage Extension	Approved	Yes

SERFF Tracking Number: AGNY-125679244 State: Arkansas
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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Commercial General Liability Amendatory Endorsement	97034	2/08	Endorsement/Amendment/Conditions		0.00	97034 (2-08).pdf
Approved	Products-Completed Operations Pollution Coverage Extension	97079	4/08	Endorsement/Amendment/Conditions		0.00	97079 (4-08).pdf

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. _____ forms a part of Policy _____

No. _____ issued to _____ by _____

COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

I. Paragraph 4. is added to **SECTION II – WHO IS AN INSURED** as follows:

4. Additional Insured Required by Written Contract

- a.** This policy includes as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured.

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

- b.** With respect to the insurance provided to such additional insureds, this insurance does not apply to:
- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
- (a)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b)** Supervisory, inspection, architectural or engineering activities.
- (2)** "Bodily injury" or "property damage" or "personal and advertising injury" occurring after:
- (a)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

II. Subparagraph **g.(2)** of paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 52 feet long; and
- (b) Not being used to carry persons or property for a charge.

III. The following exclusions are added to both Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I COVERAGES)** and paragraph **2. Exclusions** of **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I COVERAGES)**

Contractors Professional Liability

(1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

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

(2) Subject to Paragraph (3) below, professional services include:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (b) Supervisory or inspection activities performed as part of any related architectural or engineering activities.

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

Employment Related Practices

This insurance does not apply to "bodily injury" or "personal and advertising injury" to a person arising out of any:

- (1) Refusal to employ a person;
- (2) Termination of a person's employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person; or
- (4) Consequential "bodily injury" or "personal and advertising injury" as a result of (1) through (3) above.

This exclusion applies:

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

IV. **SECTION III – LIMITS OF INSURANCE** is deleted and replaced with the following:

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 Per Project Aggregate Limit: (1) shall be equal to the amount shown in the Declarations as the General Aggregate Limit, (2) applies separately to each of your "projects" away from premises owned by or rented to you and (3) is the most we will pay for the sum of:
 - a. Medical Expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The General Aggregate Limit shown in the Declarations applies only to "bodily injury", "property damage" or "personal and advertising injury" which occurs at premises owned by or rented to you and is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
4. Regardless of the number of your "projects", the Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" under this policy.
5. Subject to Paragraphs 2. or 3. above, whichever applies, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
6. Subject to Paragraph 2., 3., or 4. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".
7. Subject to Paragraph 6. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
8. Subject to Paragraph 6. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

As used in this **SECTION III – LIMITS OF INSURANCE**, the term, "project" means, regardless of the number of phases of the project or number of independent visits to fulfill the requirements of the contract, all work for which the Named Insured is responsible as defined in an oral or written contract between the Named Insured as the contractor or subcontractor and the other party to the contract. If the project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same project.

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.

- V. Subparagraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (SECTION I – COVERAGES)** are deleted and replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. 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 \$350 a day because of time off from work.

VI. Paragraphs 11., 12., 13., and 14. are added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS as follows:

- 11. We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule below, because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with such person or organization.

SCHEDULE

Description of Person(s) or Organization(s)

- 1. XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
- 2. XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

12. Liberalization Clause

If we adopt a change in our forms or rules which would broaden your coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the date the revision is effective in your state.

13 Knowledge of Occurrence

With respect to any duties to notify us in the event of an "occurrence", offense, claim, or "suit", knowledge of such "occurrence", offense, claim, or "suit" by an agent, servant or employee of yours or any other person shall not in itself constitute knowledge by you, unless an "executive officer" of yours shall have received notice from said agent, servant, employee or any other person.

14. Notice Of Occurrence

Your failure to give first report of a claim to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such "occurrence" to us within a reasonable time once you become aware of such error.

VII. Subparagraph 6.d. is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS as follows:

- d. Your failure to disclose all exposures existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or any omission is not intentional.

All other terms and conditions of the policy remain the same.

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. _____ forms a part of Policy

No. _____ issued to _____ by _____

**PRODUCTS-COMPLETED OPERATIONS
POLLUTION LIABILITY COVERAGE EXTENSION**

This endorsement modifies insurance provided under the following:

POLLUTION LIABILITY COVERAGE FORM

Subparagraph **h. Products – Completed Operations Hazard** of Paragraph **4. Exclusions (SECTION I – POLLUTION LIABILITY COVERAGE)** is deleted in its entirety.

All other terms and conditions of the policy remain the same.

AUTHORIZED REPRESENTATIVE

SERFF Tracking Number: *AGNY-125679244* *State:* *Arkansas*
First Filing Company: *Granite State Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AIC-08-GL-17*
TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2001 Commercial General Liability*
Product Name: *Commercial General Liability 15164028872017002*
Project Name/Number: */*

Rate Information

Rate data does NOT apply to filing.

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Product Name: Commercial General Liability 15164028872017002
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 06/12/2008

Comments:

Attachment:

06-09-08 AR PCTD Forms.pdf

Satisfied -Name: Forms Listing **Review Status:** Approved 06/12/2008

Comments:

Attachment:

Forms Listing.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 06/12/2008

Comments:

Attachment:

Explanatory Memo.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: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #
American International Group, Inc.	012

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Granite State Insurance Company	PA	23809	02-0140690	
New Hampshire Insurance Company	PA	23841	02-0172170	

5. Company Tracking Number	AIC-08-GL-17
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Walter Murphy 175 Water Street, 17 th Floor New York, NY 10038	Filings Analyst	212-458-2192	212-458-7077	Walter.Murphy@AIG.com
7.	Signature of authorized filer		<i>Walter M. Murphy</i>		
8.	Please print name of authorized filer		Walter Murphy		

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

9. Type of Insurance (TOI)	17.0 Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.2000 Other Liability - Occurrence Only
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> 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: July 10, 2008 Renewal: July 10, 2008
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	June 9, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	AIC-08-GL-17
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The companies referenced in Item 4 of this document submit their Commercial General Liability Amendatory Endorsement No. 97034 (2/08) and Products-Completed Operations Pollution Liability Coverage Extension Endorsement No. 97079 (4/08).

These forms will be used with the occurrence versions of the ISO Commercial General Liability Coverage Form and ISO Pollution Liability Coverage Form Designated Sites, respectively.

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]
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Check #: N/A
Amount: N/A

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	AIC-08-GL-17
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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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	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT	97034 (2/08)	[<input checked="" type="checkbox"/>] New [] Replacement [] Withdrawn		
02	PRODUCTS- COMPLETED OPERATIONS POLLUTION LIABILITY COVERAGE EXTENSION	97079 (4/08)	[<input checked="" type="checkbox"/>] New [] Replacement [] Withdrawn		

PC FFS-1

Form Listing

	Form Title	Form No.	Form Type	New or Replacement	Form No. Being Replaced	Mandatory or Optional	Restricts, Broadens or Clarifies	Rate or Premium Impact	Description of Form
1	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT	97034 (2/08)	E	N	N/A	O	R, B, C	No	Amends ISO's Commercial General Liability Coverage Form. See explanatory memorandum.
2	PRODUCTS-COMPLETED OPERATIONS POLLUTION LIABILITY COVERAGE EXTENSION	97079 (4/08)	E	N	N/A	M	B	No	The endorsement adds back Products-Completed operations coverage for recycled material to ISO's Pollution Liability Coverage Form (CG 00 39).

A = Application
D = Declarations
E = Endorsement
P = Policy
O = Other (Please explain)

Yes or No

**Explanatory Memorandum
AIC-08-GL-17
Commercial General Liability**

Submitted for your approval are two new endorsements that amend ISO's Commercial General Liability Coverage Form and Pollution Liability Coverage Form Designated Sites as follows:

COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT (97034)

This optional form provides for the following;

I. The coverage afforded by this endorsement is identical to that provided by **CG 20 10** except that item 1. here conveys automatic status as an additional insured only when it is required in a construction agreement between the named insured and another party; the agreement has to be in writing.

II. This section extends nonowned watercraft to 51 feet.

III. Contractors Professional Liability

This endorsement excludes coverage for losses due to professional services provided by the named insured with respect to providing engineering, architectural or surveying services or providing, engineering, architectural or surveying services by others but only in conjunction with construction work performed by the named insured.

Employment Related Practices

This paragraph explains our intent to exclude employment related practices.

IV. This section is intended to provide a provide a general aggregate limit for each project the insured is working on. The products/completed operations aggregate is not changed.

V. This section revises the amount of supplementary payments for bail bonds and also expenses to assist us in investigating a claim.

VI. This section adds paragraphs to the Conditions section of the ISO CGL. Paragraph 11 provides a waiver of subrogation. Paragraph 12 provides a liberalization clauses that automatically changes our forms to comply with any revisions. Paragraph 13 explains who is required to know that a claim exists from the insured standpoint. Paragraph 14 explains our position on claims notice.

VII. This section explains our position on unintentional failure to disclose exposures.

There is no additional premium charge for this endorsement.

PRODUCTS-COMPLETED OPERATIONS POLLUTION LIABILITY COVERAGE EXTENSION (97079)

This mandatory endorsement adds back Products-Completed operations coverage for recycled material to ISO's Pollution Liability Coverage Form (CG 00 39).

There is no additional premium charge for this endorsement.