

SERFF Tracking Number: CNNA-125701302 State: Arkansas  
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CPRO-08-6017-AR  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2000 Other Liability Sub-TOI Combinations  
Product Name: CPRO-08-6017-AR  
Project Name/Number: /

## Filing at a Glance

Company: The Cincinnati Insurance Company

Product Name: CPRO-08-6017-AR

TOI: 17.2 Other Liability - Occurrence Only

Sub-TOI: 17.2000 Other Liability Sub-TOI Combinations

Filing Type: Form

SERFF Tr Num: CNNA-125701302 State: Arkansas

SERFF Status: Closed

Co Tr Num: CPRO-08-6017-AR

Co Status:

Author: Sharon Whitaker

Date Submitted: 06/19/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Edith Roberts

Disposition Date: 06/26/2008

Disposition Status: Approved

Effective Date Requested (New): 01/01/2009

Effective Date Requested (Renewal): 01/01/2009

Effective Date (New):

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 06/26/2008

State Status Changed: 06/26/2008

Corresponding Filing Tracking Number:

Filing Description:

At this time, we wish to file form(s) per the attached memorandum.

Final copies are attached for your review.

Filing fees will be sent through the Electronic Filing Fee System as a (EFT) filing.

Please be advised that we work on a 90-days-in-advance schedule. As a result, we would appreciate your approval by

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October 1, 2008, for the software to be mailed to our agents on November 1, 2008, for the effective date of January 1, 2009.

Your approval is respectfully requested for use on policies effective on or after January 1, 2009.

## Company and Contact

### Filing Contact Information

Sharon Grubbs, Senior Filings Analyst sharon\_grubbs@cinfin.com  
 6200 S. Gilmore Road (513) 870-2091 [Phone]  
 Fairfield, OH 45014

### Filing Company Information

The Cincinnati Insurance Company CoCode: 10677 State of Domicile: Ohio  
 6200 S. Gilmore Road Group Code: 244 Company Type:  
 Fairfield, OH 45014 Group Name: State ID Number:  
 (513) 870-2000 ext. [Phone] FEIN Number: 31-0542366  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? Yes  
 Fee Explanation:  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Cincinnati Insurance Company	\$50.00	06/19/2008	20988387

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	06/26/2008	06/26/2008

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## Disposition

Disposition Date: 06/26/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	MEMORANDUM	Approved	Yes
Form	HEALTH CARE FACILITY PROFESSIONAL LIABILITY COVERAGE FORM	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	HEALTH CARE FACILITY PROFESSIONAL LIABILITY COVERAGE FORM	PA 126	04 08	Policy/Coverage Replaced Form	Replaced Form #:0.00 PA 126 08 06 Previous Filing #: CPRO-06-6020-AR		PA126 04-08.pdf

# HEALTH CARE FACILITY PROFESSIONAL LIABILITY COVERAGE FORM - TABLE OF CONTENTS

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# HEALTH CARE FACILITY PROFESSIONAL LIABILITY COVERAGE FORM

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

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. 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 V - DEFINITIONS**.

## SECTION I - COVERAGE

### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of injury caused by a "medical incident". We will have the right and duty to defend the insured against any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "medical incident". But:

- (1) The amount we will pay for "damages" is limited as described in **SECTION III - LIMITS OF INSURANCE**;
- (2) We will not settle or compromise any claim or "suit" without the insured's written consent. But, should the insured refuse to consent to any settlement we recommend and the insured elects to contest the claim or "suit" or continue any legal proceedings, then our liability shall not exceed the amount for which the claim could have been so settled, plus costs and expenses incurred up to the date of such refusal; and
- (3) 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 expressly provided for under **SECTION I - COVERAGE, Paragraph 3. Supplementary Payments**.

b. This insurance applies to injury only if:

- (1) The injury is caused by a "medical incident" that takes place in the "coverage territory";
- (2) The injury occurs during the policy period; and
- (3) Prior to the "coverage term" in which injury occurs, you did not know, per Paragraph **1.d.** below, that the injury had occurred or had begun to occur, in whole or in part.

c. Injury which:

- (1) Occurs during the "coverage term"; and
- (2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have occurred;

includes any continuation, change or resumption of that injury after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that injury has occurred at the earliest time when any "authorized representative":

- (1) Reports all, or any part, of the injury to us or any other insurer;
- (2) Receives a written or verbal demand or claim for "damages" because of the injury;
- (3) First observes, or reasonably should have first observed, the injury;
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that injury had occurred or had begun to occur; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which injury is substantially certain to occur.

### 2. Exclusions

This insurance does not apply to:

#### a. Sexual Abuse or Sexual Molestation

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving any actual, alleged or threatened sexual

abuse or sexual molestation of any person.

**b. Aircraft, Auto or Watercraft**

Injury arising out of the ownership, maintenance, operation, use, entrustment, loading or unloading of any motor vehicle, trailer, watercraft, or aircraft.

However, this exclusion does not apply to loading or unloading of residents of your "health care facility" from any "ambulance".

**c. Asbestos**

Injury arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

**d. Contractual Liability**

Any liability 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" that the insured would have in the absence of the contract or agreement.

**e. Criminal Acts**

Injury arising out of a criminal act or fraud, committed by or at the direction of the insured.

**f. Employer's Liability**

Injury to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

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

**g. Employment-Related Practices**

Injury to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

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

**h. Nuclear**

Any liability based upon, arising out of, directly or indirectly resulting from or in consequence of, or in any way involving the hazardous properties, including radioactive, toxic or explosive properties, of any nuclear material. Nuclear material means any source material, special nuclear material, or by-product materials as those terms are defined under the Atomic Energy Act of 1954 or any amendments thereto.

**i. Pollutant**

Injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

**j. Pollutant-Related**

Any loss, cost or expense arising out of any:

- (1) 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
- (2) Claim or suit by or on behalf of a governmental authority for "damages" because of testing for, monitoring, cleaning up, removing, con-

taining, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**k. Violation of an Antitrust Law**

Any claim for "damages" arising out of the violation of an antitrust law.

**l. War**

Injury, 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 governmental authority in hindering or defending against any of these.

**m. Workers' Compensation and Similar Laws**

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

**3. Supplementary Payments**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. 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 \$250 a day because of time off from work.
- c. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish bonds.
- d. All costs taxed against the insured in the "suit".
- e. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest that is based on the 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.

**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 "health care facility" of which you are the sole owner.
- b. A partnership or joint venture, you are an insured with respect to the conduct of your "health care facility". Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your "health care facility".
- c. A limited liability company, you and your members are insureds, but only with respect to the conduct of your "health care facility". 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 with respect to the conduct of your "health care facility". Your "executive officers", directors trustees and governors are insureds, but only with respect to their duties as your officers, directors, trustees and governors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**2. Each of the following is also an insured:**

- a. Your "employees", but only for acts or omissions within the scope of their employment at your "health care facility".
- b. Your "volunteer workers" but only while performing duties related to the conduct of your "health care facility".
- c. Your medical director, if they do not otherwise qualify as an "employee" or "volunteer worker", but only for acts or omissions related to the conduct of your "health care facility".
- d. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "medical incident" previously committed and covered by this Coverage Part.

3. Irrespective of the foregoing, no medical doctor, medical resident, osteopath or dentist is an insured with respect to liability arising out of their practice of medicine or dentistry on an individual person.

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 Health Care Facility Professional Liability 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" for all claims or "suits" to which this insurance applies.
3. The Each Medical Incident Limit is the most we will pay for "damages" arising out of any one "medical incident".

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

### SECTION IV - 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 Medical Incident, Claim or Suit

- a. You must see to it that we are notified promptly of every "medical incident" which may result in a claim. Notice should include:
  - (1) How, when and where the "medical incident" took place; and
  - (2) The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".
- 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. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written 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 under 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 final judgment against an insured obtained after an actual trial; 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. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

#### 5. Multi-Year Policies

If this Coverage Part is issued for more than one year, the premium shall be computed an-

nually based on our rates or premiums in effect at each anniversary.

## 6. Other Insurance

This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

## 7. 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:
  - (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
  - (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.
- 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.

## 8. Representations

By accepting this Coverage Part, you agree:

- a. The statements in the Health Care Facility Professional Liability Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Coverage Part in reliance upon your representations.

## 9. 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.

## 10. Transfer of Rights of Recovery Against Others to Us

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.

## 11. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

1. "Ambulance" means any aircraft, motor vehicle, trailer or watercraft equipped for transporting the sick or injured.
2. "Authorized representative" means:
  - a. If you are:
    - (1) An individual, you and your spouse are "authorized representatives".
    - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
    - (3) A limited liability company, your members and your managers are "authorized representatives".
    - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
    - (5) A trust, your trustees are "authorized representatives".
  - b. Your "employees":
    - (1) Assigned to manage your insurance program; or
    - (2) Responsible for giving or receiving notice of a "medical incident", claim or "suit";  
  
are also "authorized representatives".
3. "Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:
  - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM

standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1) The day the policy period shown in the Declarations ends; or
  - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
4. "Coverage territory" means anywhere in the world, provided the original claim or "suit" for such "damages" is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.
5. "Damages" means all compensatory monetary damages, including damages for death, which are payable because of injury to which this Coverage Form applies.
- However, "damages" shall not include civil or criminal fines or penalties imposed by law, punitive or exemplary damages, the multiplied portion of multiplied damages, any amount for which an insured is not financially liable, or any award that is uninsurable under the law governing this policy.
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. "Health care facility" means:
- a. A convalescent or nursing home, which is not a mental or psychopathic institution; or
  - b. A home for the aged.
9. "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" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

10. "Medical incident" means any act or omission:

- a. In the providing of or failure to provide professional health care services to the residents of your "health care facility" including:
  - (1) The providing or dispensing of food, beverages, medications or medical supplies or appliances in connection with such services; and
  - (2) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.
- b. Arising out of the service by any person as a:
  - (1) Member of a formal accreditation, standards review or equivalent professional board or committee of the Named Insured; or
  - (2) Person charged with executing the directives of such board or committee.

Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident".

11. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

12. "Suit" means a civil proceeding in which money "damages" because of injury 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;
- b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

13. "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.
14. "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.
15. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of injury.

*SERFF Tracking Number:*      *CNNA-125701302*                      *State:*                      *Arkansas*  
*Filing Company:*              *The Cincinnati Insurance Company*                      *State Tracking Number:*      *EFT \$50*  
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*TOI:*                      *17.2 Other Liability - Occurrence Only*                      *Sub-TOI:*                      *17.2000 Other Liability Sub-TOI Combinations*  
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*Project Name/Number:*      /

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CNNA-125701302 State: Arkansas  
Filing Company: The Cincinnati Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: CPRO-08-6017-AR  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2000 Other Liability Sub-TOI Combinations  
Product Name: CPRO-08-6017-AR  
Project Name/Number: /

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 06/26/2008

**Comments:**

**Attachments:**

F777AR\_307[1].pdf

F778AR\_307[1].pdf

**Satisfied -Name:** MEMORANDUM **Review Status:** Approved 06/26/2008

**Comments:**

**Attachment:**

MEMOF.pdf



## Property & Casualty Transmittal Document—

<b>20. This filing transmittal is part of Company Tracking #</b>	CPRO-08-6017-AR
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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SEE MEMORANDUM

<b>22. 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 #:** EFT FILING

**Amount:** \$50.00

**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>	<b>CPRO-08-6017-AR</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>N/A</b>			
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	HEALTH CARE FACILITY PROFESSIONAL LIABILITY COVERAGE FORM	PA 126 04/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	PA 126 08 06	CPRO-06-6020-AR
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

**ARKANSAS  
DIVISION SEVEN - PROFESSIONAL LIABILITY  
FORMS MEMORANDUM**

<b>NEW FORM</b>	<b>OLD FORM</b>	<b>TITLE/DESCRIPTION OF CHANGE</b>
PA 126 04 08	PA 126 08 06	HEALTH CARE FACILITY PROFESSIONAL LIABILITY COVERAGE FORM  Amended the Abuse or Molestation Exclusion to a Sexual Abuse or Sexual Molestation Exclusion in order to clarify our intent to exclude only sexual abuse/molestation instead of all abuse/molestation.