

SERFF Tracking Number: HART-125731635 State: Arkansas
 Filing Company: Hartford Fire Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: FN.21HS.111.2008.01
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Product Name: Other Liability - FailSafe Technology Liability (TERA/GIGA) Program
 Project Name/Number: Other Liability - FailSafe Technology Liability (TERA/GIGA) Program /FN.21HS.111.2008.01

Filing at a Glance

Company: Hartford Fire Insurance Company
 Product Name: Other Liability - FailSafe Technology Liability (TERA/GIGA) Program
 TOI: 17.0 Other Liability - Claims Made/Occurrence
 Sub-TOI: 17.0019 Professional Errors & Omissions Liability
 Filing Type: Form

SERFF Tr Num: HART-125731635 State: Arkansas
 SERFF Status: Closed State Tr Num: EFT \$50
 Co Tr Num: FN.21HS.111.2008.01 State Status: Fees verified and received
 Co Status: Initial Filing Reviewer(s): Betty Montesi, Edith Roberts
 Author: Regina McLendon Disposition Date: 07/15/2008
 Date Submitted: 07/14/2008 Disposition Status: Approved
 Effective Date Requested (New): On Approval Effective Date (New):
 Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
 State Filing Description:

General Information

Project Name: Other Liability - FailSafe Technology Liability (TERA/GIGA) Program
 Project Number: FN.21HS.111.2008.01
 Reference Organization: N/A
 Reference Title: N/A
 Filing Status Changed: 07/15/2008
 State Status Changed: 07/15/2008
 Corresponding Filing Tracking Number:
 Filing Description:
 Other Liability - FailSafe Technology Liability (TERA/GIGA) Program
 Miscellaneous Form Filing

Status of Filing in Domicile: Pending
 Domicile Status Comments: Pending in domicile states.
 Reference Number: N/A
 Advisory Org. Circular: N/A
 Deemer Date:

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We are submitting 15 additional forms for use with our FailSafe Tera Technology Liability Policy and FailSafe GIGA Technology Liability Policy that was approved by your department under our filing number FN.21HS.111.2007.01.

Attached are the forms and a forms list providing an explanation of the forms.

Company and Contact

Filing Contact Information

Regina McLendon, Account Analyst regina.mclendon@thehartford.com
 690 Asylum Avenue (860) 547-2594 [Phone]
 Hartford, CT 06115 (860) 547-3838[FAX]

Filing Company Information

Hartford Fire Insurance Company CoCode: 19682 State of Domicile: Connecticut
 Hartford Plaza Group Code: 91 Company Type:
 690 Asylum Avenue
 Hartford, CT 06115 Group Name: State ID Number:
 (860) 547-5000 ext. [Phone] FEIN Number: 06-0383750

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Fire Insurance Company	\$50.00	07/14/2008	21399890

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07/15/2008	07/15/2008

SERFF Tracking Number: HART-125731635 *State:* Arkansas
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Liability
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Disposition

Disposition Date: 07/15/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HART-125731635 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Comparisons	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Forms List	Approved	Yes
Form	Multiple Retentions - Named Insureds	Approved	Yes
Form	Multiple Retentions - Technology Services	Approved	Yes
Form	Multiple Retentions - Contract Specific	Approved	Yes
Form	Contingent Bodily Injury/Property Damage with Sublimit (Giga)	Approved	Yes
Form	Modified Property Damage Exclusion - Tera	Approved	Yes
Form	Modified Property Damage Exclusion - Giga	Approved	Yes
Form	Multiple Retroactive Date Endorsement - For Expanded Perils	Approved	Yes
Form	Multiple Retroactive Date Endorsement - For Multiple Entities and Expanded Perils	Approved	Yes
Form	Multiple Retroactive Date Endorsement - For Multiple Entities	Approved	Yes
Form	Prior Acts Limit Restriction Endorsement (One Limit Change)	Approved	Yes
Form	Prior Acts Limit Restriction Endorsement (Two Limit Changes)	Approved	Yes
Form	Prior Acts Limit Restriction Endorsement (Three Limit Changes)	Approved	Yes
Form	Modified Product Recall Exclusion - Tera	Approved	Yes
Form	Modified Product Recall Exclusion - Giga	Approved	Yes
Form	Intellectual Property Exclusion for Code - Tera	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Multiple Retentions - Named Insureds	HK 03 10 11 06	1106	Endorsement/Amendment/Conditions	Replaced Form #:0.00 HK 03 10 07 01 Previous Filing #: FN.21HS.111.2001.02		HK03101106.pdf
Approved	Multiple Retentions - Technology Services	HK 03 11 11 06	1106	Endorsement/Amendment/Conditions	Replaced Form #:0.00 HK 03 11 07 01 Previous Filing #: FN.21HS.111.2001.02		HK03111106.pdf
Approved	Multiple Retentions - Contract Specific	HK 03 40 04 07	0407	Endorsement/Amendment/Conditions		0.00	HK03400407.pdf
Approved	Contingent Bodily Injury/Property Damage with Sublimit (Giga)	HK 03 41 06 07	0607	Endorsement/Amendment/Conditions		0.00	HK03410607.pdf
Approved	Modified Property Damage Exclusion - Tera	HK 03 46 12 07	1207	Endorsement/Amendment/Conditions		0.00	HK03461207.pdf
Approved	Modified Property Damage Exclusion - Giga	HK 03 47 12 07	1207	Endorsement/Amendment/Conditions		0.00	HK03471207.pdf
Approved	Multiple Retroactive Date Endorsement - For Expanded Perils	HK 03 48 12 07	1207	Endorsement/Amendment/Conditions		0.00	HK03481207.pdf
Approved	Multiple	HK 03 49 12 07	1207	Endorsement/Amendment/Conditions		0.00	HK03491207.pdf

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 Project Name/Number: Other Liability - FailSafe Technology Liability (TERA/GIGA) Program /FN.21HS.111.2008.01

	Retroactive Date	12 07		nt/Amendm			.pdf
	Endorsement -			ent/Condi			
	For Multiple			ons			
	Entities and						
	Expanded Perils						
Approved	Multiple	HK 03 50	1207	Endorseme New	0.00	HK03501207	
	Retroactive Date	12 07		nt/Amendm		.pdf	
	Endorsement -			ent/Condi			
	For Multiple			ons			
	Entities						
Approved	Prior Acts Limit	HK 03 51	1207	Endorseme New	0.00	HK03511207	
	Restriction	12 07		nt/Amendm		.pdf	
	Endorsement			ent/Condi			
	(One Limit			ons			
	Change)						
Approved	Prior Acts Limit	HK 03 52	1207	Endorseme New	0.00	HK03521207	
	Restriction	12 07		nt/Amendm		.pdf	
	Endorsement			ent/Condi			
	(Two Limit			ons			
	Changes)						
Approved	Prior Acts Limit	HK 03 53	1207	Endorseme New	0.00	HK03531207	
	Restriction	12 07		nt/Amendm		.pdf	
	Endorsement			ent/Condi			
	(Three Limit			ons			
	Changes)						
Approved	Modified Product	HK 21 54	0508	Endorseme New	0.00	HK21540508	
	Recall Exclusion	-05 08		nt/Amendm		.pdf	
	Tera			ent/Condi			
				ons			
Approved	Modified Product	HK 21 55	0508	Endorseme New	0.00	HK21550508	
	Recall Exclusion	-05 08		nt/Amendm		.pdf	
	Giga			ent/Condi			
				ons			
Approved	Intellectual	HK 21 56	0608	Endorseme New	0.00	HK21560608	
	Property	06 08		nt/Amendm		.pdf	
	Exclusion for			ent/Condi			
	Code - Tera			ons			

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE RETENTIONS – NAMED INSUREDS

You and we agree that:

Item 5. Retention Each **Glitch** of the Declarations is deleted and replaced with the following:

5. Retention:

For **claims** involving the following:

Named Insured(s)

Applicable Retention Each **Glitch**

 (Insert name(s))

 (Insert amount)

All other **Named Insureds**, if any

 (Insert amount)

All other terms and conditions of the policy remain unchanged.



Neal S. Wolin, President & COO

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE RETENTIONS – TECHNOLOGY SERVICES

You and we agree that:

Item 5. Retention Each **Glitch** of the Declarations is deleted and replaced with the following:

5. Retention

For **claims** involving the following
Technology Service(s):

 (Insert service(s))

Applicable Retention for Each **Glitch**

 (Insert amount)

All other **Technology Services**

 (Insert amount)

All other terms and conditions remain unchanged.



Neal S. Wolin, President & COO

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE RETENTIONS – CONTRACT SPECIFIC

You and we agree that:

Item 5 Retention Each **Glitch** of the Declarations is deleted and replaced with the following:

5. Retention:

For **claims** involving the following contract:

Applicable Retention Each **Glitch**

All other **claims**:

All other terms and conditions of the policy remain unchanged.

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINGENT BODILY INJURY/PROPERTY DAMAGE WITH SUBLIMIT (GIGA)

You and we agree that:

Section III – Exclusions, subsection A, item 1 is deleted and replaced with the following:

1. **personal injury**;

Section III – Exclusions, subsection A is changed to add the following:

- **bodily injury**. However, this exclusion will not apply to **bodily injury** arising solely out of the performance of **technology services**; and
- **property damage**. However, this exclusion will not apply to **property damage** arising solely out of the performance of **technology services**;

You and we also agree that as a condition precedent to coverage under this endorsement, you will keep in force during this **policy period** general liability insurance, including products/completed operations and premises/operations, covering bodily injury and property damage in an amount of at least \$_____ applying to **your** operations.

Item 4 Limits of Liability of the Declarations is deleted and replaced with the following:

4. Limits of Liability

- A. The Limits of Liability for **glitches**, except for **glitches** resulting in a **claim** or **claims** that include an allegation of **bodily injury** and/or **property damage** and that arise solely out of the performance of **technology services** are:

Each **Glitch** Limit: \$_____

Aggregate Limit: \$_____

- B. The Sub-Limits of Liability for **glitches** resulting in a **claim** or **claims** that include an allegation of **bodily injury** and/or **property damage** and that arise solely out of the performance of **technology services** are:

Each **Glitch** Limit: \$_____

Aggregate Limit: \$_____

The Limits of Liability provided by subsection 4.A and the Sub-Limits of Liability provided by subsection 4.B above are not cumulative, and in no event are we responsible under this policy for making any payments totaling more than \$_____. Payments totaling more than \$_____ that we make for **glitches** as provided in Item 4.A above will reduce and may exhaust the Sub-Limits of Liability provided in Item 4.B above. Payments we make for **glitches** as provided in Item 4.B above will reduce and may exhaust the Limits of Liability for **glitches** as provided in Item 4.A above.

All other terms and conditions of this policy remain unchanged.

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFIED PROPERTY DAMAGE EXCLUSION - TERA

You and we agree that:

Section III – Exclusions, subsection A, item 2. is deleted and replaced with the following:

2. physical damage to or physical loss of tangible property including any resulting loss of use of the property and any tangible property that is not physically damaged.

All other terms and conditions of the policy remain unchanged.

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFIED PROPERTY DAMAGE DEFINITION - GIGA

You and we agree that:

Section II – Definitions, the definition of **property damage** is deleted and replaced with the following:

- **property damage** means physical damage to or physical loss of tangible property including any resulting loss of use of the property and any tangible property that is not physically damaged.

All other terms and conditions of the policy remain unchanged.

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE RETROACTIVE DATE ENDORSEMENT – FOR EXPANDED PERILS

You and we agree that:

Item 3. Retroactive Date of the Declarations is deleted and replaced with the following:

3. Retroactive Dates

For all purchased types of **glitches** designated below, the Retroactive Date shall be as specified:

[GLITCH TYPE
NOT PURCHASED]

[GLITCH TYPE PURCHASED WITH SPECIFIED RETROACTIVE DATE]

Specified RETROACTIVE DATE shall be __/__/____ for:
- negligent: act, error or omission;
- breach of warranties or representations about the fitness, quality, suitability, performance or use of **your technology services**; and
- failure of **your technology services** to perform the function or serve the purpose intended.

Specified RETROACTIVE DATE shall be __/__/____ for:
- failure to prevent:
a. denial of service;
b. disruption of service;
c. unauthorized access to, unauthorized use of, repudiation of access to, tampering with or introduction of malicious code into: firmware, data, software, systems or networks; or
d. identity theft or disclosure of personally identifiable information stored in an electronic format that results in the wrongful or fraudulent use of such information.

Specified RETROACTIVE DATE shall be __/__/____ for:
- infringement or dilution of: title, slogan, trademark, trade name, trade dress, service mark or service name;
- infringement of copyright: plagiarism; or misappropriation of ideas under implied contract;
- piracy; and
- misuse of an intellectual property right in **content**.

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- Specified RETROACTIVE DATE shall be __/__/____ for:
- any form of defamation or disparagement causing harm to the character, reputation or feelings of any person, entity, product or service, including libel, slander, product or service disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
 - any form of invasion, infringement or interference with rights of publicity or privacy, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
 - wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy; and
 - malicious prosecution or false: arrest, detention or imprisonment.

If any space for a date in this sub-paragraph is left blank for a purchased type of **glitch**, coverage does not apply to any such **glitch** committed before the Start Date stated in item 2 of the Declarations. There is no coverage under this policy for types of **glitches** not purchased. Nothing stated herein shall be interpreted to expand any definition of **glitch** in this policy.

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE RETROACTIVE DATE ENDORSEMENT – FOR MULTIPLE ENTITIES AND EXPANDED PERILS

You and we agree that:

Item 3. Retroactive Date of the Declarations is deleted and replaced with the following:

3. Retroactive Dates

- a. For all **glitches** committed by or on behalf of the following those of **you** specified below, the Retroactive Date shall be as specified:

You	Retroactive Date
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>

For all **glitches** committed by any of **you** not specified above, the Retroactive Date shall be *(Insert Date)*; provided, however that if this space is left blank, coverage does not apply to any such **glitch** committed before the Start Date stated in item 2 of the Declarations.

- b. For all purchased types of **glitches** designated below, the Retroactive Date shall be as specified:

[GLITCH TYPE
NOT PURCHASED]

[GLITCH TYPE PURCHASED WITH SPECIFIED RETROACTIVE DATE]

Specified RETROACTIVE DATE shall be __/__/__ for:

- negligent: act, error or omission;
- breach of warranties or representations about the fitness, quality, suitability, performance or use of **your technology services**; and
- failure of **your technology services** to perform the function or serve the purpose intended.

Policy Number:

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Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- Specified RETROACTIVE DATE shall be __/__/____ for:
 - failure to prevent:
 - a. denial of service;
 - b. disruption of service;
 - c. unauthorized access to, unauthorized use of, repudiation of access to, tampering with or introduction of malicious code into: firmware, data, software, systems or networks; or
 - d. identity theft or disclosure of personally identifiable information stored in an electronic format that results in the wrongful or fraudulent use of such information.

- Specified RETROACTIVE DATE shall be __/__/____ for:
 - infringement or dilution of: title, slogan, trademark, trade name, trade dress, service mark or service name;
 - infringement of copyright: plagiarism; or misappropriation of ideas under implied contract;
 - piracy; and
 - misuse of an intellectual property right in **content**.

- Specified RETROACTIVE DATE shall be __/__/____ for:
 - any form of defamation or disparagement causing harm to the character, reputation or feelings of any person, entity, product or service, including libel, slander, product or service disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
 - any form of invasion, infringement or interference with rights of publicity or privacy, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
 - wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy; and
 - malicious prosecution or false: arrest, detention or imprisonment.

If any space for a date in this sub-paragraph b. is left blank for a purchased type of **glitch**, coverage does not apply to any such **glitch** committed before the Start Date stated in item 2 of the Declarations. There is no coverage under this policy for types of **glitches** not purchased. Nothing stated herein shall be interpreted to expand any definition of **glitch** in this policy.

- c. The latest Retroactive Date applicable to any **glitch**, whether stated in either sub-paragraph a. or b., shall preclude coverage for such **glitch**. Neither sub-paragraph a. nor b. shall be construed to provide coverage for a **glitch** that the other sub-paragraph precludes from coverage.

Policy Number:

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Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE RETROACTIVE DATE ENDORSEMENT – FOR MULTIPLE ENTITES

You and we agree that:

Item 3. Retroactive Date of the Declarations is deleted and replaced with the following:

3. Retroactive Dates

For all **glitches** committed by or on behalf of the following those of **you** specified below, the Retroactive Date shall be as specified:

You	Retroactive Date
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>
<i>(Insert Specified You)</i>	<i>(Insert Specified Date)</i>

For all **glitches** committed by any of **you** not specified above, the Retroactive Date shall be *(Insert Date)*; provided, however that if this space is left blank, coverage does not apply to any such **glitch** committed before the Start Date stated in item 2 of the Declarations.

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS LIMIT RESTRICTION ENDORSEMENT (ONE LIMIT CHANGE)

You and we agree that:

Solely with regards to the Limits of Liability stated in item 4 of the Declarations that are:

- A. \$ [Insert Limit] in excess of the first \$ [Insert Limit] under the Each **Glitch** Limit
B. \$ [Insert Limit] in excess of the first \$ [Insert Limit] under the Aggregate Limit

Section III – Exclusions, is changed to add the following sub-section:

We will not pay **damages** or **claim expenses** or defend any of **you** for any actual or alleged **glitch** that occurred prior to: [Insert Date of Limit Increase xx/xx/xxxx] .

Nothing in this endorsement is intended, nor shall it be construed, to:

- increase the Limits of Liability under this Policy stated in item 4 of the Declarations, or
- obligate or require the **us** to pay **damages** or **claims expenses** under this Policy in any amount exceeding the Limits of Liability under this Policy stated in item 4 of the Declarations.

All other terms and conditions of the policy remain unchanged.

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS LIMIT RESTRICTION ENDORSEMENT (TWO LIMIT CHANGES)

You and we agree that:

1. Solely with regards to the Limits of Liability stated in item 4 of the Declarations that are:

- A. \$ [Insert Limit] in excess of the first \$ [Insert Limit] under the Each **Glitch** Limit
B. \$ [Insert Limit] in excess of the first \$ [Insert Limit] under the Aggregate Limit

Section III – Exclusions, is changed to add the following sub-section:

We will not pay **damages** or **claim expenses** or defend any of **you** for any actual or alleged **glitch** that occurred prior to: [Insert Date of Limit Increase xx/xx/xxxx] .

2. Solely with regards to the Limits of Liability stated in item 4 of the Declarations that are:

- A. \$ [Insert Limit] in excess of the first \$ [Insert Limit] under the Each **Glitch** Limit
B. \$ [Insert Limit] in excess of the first \$ [Insert Limit] under the Aggregate Limit

Section III – Exclusions, is changed to add the following sub-section:

We will not pay **damages** or **claim expenses** or defend any of **you** for any actual or alleged **glitch** that occurred prior to: [Insert Date of Limit Increase xx/xx/xxxx] .

Nothing in this endorsement is intended, nor shall it be construed, to:

- increase the Limits of Liability under this Policy stated in item 4 of the Declarations, or
- obligate or require the **us** to pay **damages** or **claims expenses** under this Policy in any amount exceeding the Limits of Liability under this Policy stated in item 4 of the Declarations.

All other terms and conditions of the policy remain unchanged.

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS LIMIT RESTRICTION ENDORSEMENT (THREE LIMIT CHANGES)

You and we agree that:

1. Solely with regards to the Limits of Liability stated in item 4 of the Declarations that are:

- A. \$ [Insert Limit] in excess of the first \$ [Insert Limit] under the Each **Glitch** Limit
- B. \$ [Insert Limit] in excess of the first \$ [Insert Limit] under the Aggregate Limit

Section III – Exclusions, is changed to add the following sub-section:

We will not pay damages or claim expenses or defend any of **you** for any actual or alleged **glitch** that occurred prior to: [Insert Date of Limit Increase xx/xx/xxxx] .

2. Solely with regards to the Limits of Liability stated in item 4 of the Declarations that are:

- A. \$ [Insert Limit] in excess of the first \$ [Insert Limit] under the Each **Glitch** Limit
- B. \$ [Insert Limit] in excess of the first \$ [Insert Limit] under the Aggregate Limit

Section III – Exclusions, is changed to add the following sub-section:

We will not pay damages or claim expenses or defend any of **you** for any actual or alleged **glitch** that occurred prior to: [Insert Date of Limit Increase xx/xx/xxxx] .

3. Solely with regards to the Limits of Liability stated in item 4 of the Declarations that are:

- A. \$ [Insert Limit] in excess of the first \$ [Insert Limit] under the Each **Glitch** Limit
- B. \$ [Insert Limit] in excess of the first \$ [Insert Limit] under the Aggregate Limit

Section III – Exclusions, is changed to add the following sub-section:

We will not pay damages or claim expenses or defend any of **you** for any actual or alleged **glitch** that occurred prior to: [Insert Date of Limit Increase xx/xx/xxxx] .

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Nothing in this endorsement is intended, nor shall it be construed, to:

- increase the Limits of Liability under this Policy stated in item 4 of the Declarations, or
- obligate or require the **us** to pay **damages** or **claims expenses** under this Policy in any amount exceeding the Limits of Liability under this Policy stated in item 4 of the Declarations.

All other terms and conditions of the policy remain unchanged.

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFIED PRODUCT RECALL EXCLUSION - TERA

You and we agree that:

Section III – Exclusions, subsection A, item 6 is deleted and replaced with the following:

-- withdrawal or recall of all or part of **technology services** from the marketplace.

All other terms and conditions remain unchanged.



Neal S. Wolin, President & COO

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MODIFIED PRODUCT RECALL EXCLUSION - GIGA

You and we agree that:

Section III – Exclusions, subsection A, item 5 is deleted and replaced with the following:

-- withdrawal or recall of all or part of **technology services** from the marketplace.

All other terms and conditions remain unchanged.



Neal S. Wolin, President & COO

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTELLECTUAL PROPERTY EXCLUSION FOR CODE - TERA

You and **we** agree that:

Section II – Definitions, the definition of **content** is deleted and replaced by the following:

Content means data, masked works, text, images, sounds, scents, textures or tastes. **Content** does not mean code.

Section III – Exclusions, subsection A, of the policy is changed to add the following:

- violation or misuse of any intellectual property right in code, including but not limited to:
 - a. infringement or dilution of: title, slogan, trademark, trade name, trade dress, service mark or service name;
 - b. infringement of copyright, plagiarism or misappropriation of ideas; or
 - c. piracy.

All other terms and conditions of the policy remain unchanged.

SERFF Tracking Number: HART-125731635 State: Arkansas
Filing Company: Hartford Fire Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: FN.21HS.111.2008.01
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0019 Professional Errors & Omissions Liability
Product Name: Other Liability - FailSafe Technology Liability (TERA/GIGA) Program
Project Name/Number: Other Liability - FailSafe Technology Liability (TERA/GIGA) Program /FN.21HS.111.2008.01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document- Property & Casualty **Review Status:** Approved 07/15/2008

Comments:
Attached is the P&C Transmittal Document and Form Filing Schedule.

Attachments:

PC-TD-1.pdf
PC-FFS-1.pdf

Satisfied -Name: Comparisons **Review Status:** Approved 07/15/2008

Comments:
Attachments:
HK03101106 compare to 0701 edition.pdf
HK03111106 compare to 0701 edition.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 07/15/2008

Comments:
Attachment:
FORM EM 04-16-2008.pdf

Satisfied -Name: Forms List **Review Status:** Approved 07/15/2008

Comments:
Attachment:
CW Forms Listing.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only

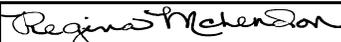
2. Insurance Department Use only	
a. Date the filing is received:	
b. Analyst:	
c. Disposition:	
d. Date of disposition of the filing:	
e. Effective date of filing:	
New Business	
Renewal Business	
f. State Filing #:	
g. SERFF Filing #:	
h. Subject Codes	

3. Group Name	Group NAIC #
Hartford Financial Services Group	00914

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Hartford Fire Ins. Co.	Connecticut	00914-19682	06-0383750	

5. Company Tracking Number	FN.21HS.111.2008.01
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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
	Regina McLendon	Filing Analyst	860-547-2594	866-497-7565	regina.mclendon@thehartford.com
	Hartford Plaza, Hartford, CT 06115		860-547-	860-547-	thehartford.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Regina McLendon		

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

9. Type of Insurance (TOI)	17.0000 Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0019 Errors & Omissions
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	FailSafe Technology Liability Insurance Program
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: 7/14/08 Renewal: 7/14/08
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	upon approval
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 #	FN.21HS.111.2008.01
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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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Re: **OTHER LIABILITY - FAILSAFE TECHNOLOGY LIABILITY PROGRAM
MISCELLANEOUS FORMS FILING**

Our Filing Number: FN.21HS.111.2008.01
Hartford Fire Insurance Company

Enclosed are the following:

- P & C Transmittal Document, Form Filing Schedule
- Form Explanatory Memorandum, tracked changes of forms being replaced
- Forms listed on the enclosed Forms List.

For the above listed company, to be effective upon your approval date, we hereby submit for approval the enclosed forms in final print.

Regina McLendon

Regina McLendon, Filing Analyst
Product Support and Compliance
Telephone: (860) 547-2594
FAX No.: (866) 497-7565
[E-Mail Address: regina.mclendon@thehartford.com](mailto:regina.mclendon@thehartford.com)

**One Hartford Plaza
HO-GL-19
Hartford, CT 06155**

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]

Check #: Submitted by EFT
Amount: \$50

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 #	FN.21HS.111.2008.01			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsi s	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	MULTIPLE RETENTIONS - NAMED INSURED	HK03101106	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HK03100701	
02	MULTIPLE RETENTIONS - TECHNOLOGY SERVICES	HK03111106	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	HK03110701	
03	MULTIPLE RETENTIONS - CONTRACT SPECIFIC	HK03400407	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	CONTINGENT BODILY INJURY/PROPERTY DAMAGE WITH SUBLIMIT (GIGA)	HK03410607	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	MODIFIED PROPERTY DAMAGE EXCLUSION - TERA	HK03461207	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	MODIFIED PROPERTY DAMAGE EXCLUSION - GIGA	HK03471207	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	MULTIPLE RETROACTIVE DATE ENDORSEMENT - FOR EXPANDED PERILS	HK03481207	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	MULTIPLE RETROACTIVE DATE ENDORSEMENT - FOR MULTIPLE ENTITIES AND EXPANDED PERILS	HK03491207	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	MULTIPLE RETROACTIVE DATE ENDORSEMENT - FOR MULTIPLE ENTITIES	HK03501207	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	PRIOR ACTS LIMIT RESTRICTION ENDORSEMENT (ONE LIMIT CHANGE)	HK03511207	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

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 #	FN.21HS.111.2008.01			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
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
11	PRIOR ACTS LIMIT RESTRICTION ENDORSEMENT (TWO LIMIT CHANGE)	HK03521207	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	PRIOR ACTS LIMIT RESTRICTION ENDORSEMENT (THREE LIMIT CHANGE)	HK03531207	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	MODIFIED PRODUCT RECALL EXCLUSION - TERA	HK21540508	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	MODIFIED PRODUCT RECALL EXCLUSION - GIGA	HK21550508	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	INTELLECTUAL PROPERTY EXCLUSION FOR CODE - TERA	HK21560608	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MULTIPLE RETENTIONS ~~AT INCEPTION~~
= NAMED INSUREDS**

You and we agree that:

Item 5. Retention Each **Glitch** of the Declarations is deleted and replaced with the following:

5. Retention:

For **claims** involving the following:

Named Insured(s)

Applicable Retention Each **Glitch**

(Insert name(s))

(Insert amount)

All other **Named Insureds**, if any

(Insert amount)

All other terms and conditions of the policy remain unchanged.



Neal S. Wolin, President & COO

Policy Number:

Effective Date of this Endorsement:

Named Insured and Address:

Endt. No. _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE RETENTIONS ~~AT INCEPTION~~ — TECHNOLOGY SERVICES

You and we agree that:

Item 5. Retention Each **Glitch** of the Declarations is deleted and replaced with the following:

5. Retention

For **claims** involving the following
Technology Service(s):

(Insert service(s))

Applicable Retention for Each **Glitch**

(Insert amount)

All other **Technology Services**

(Insert amount)

All other terms and conditions ~~of the policy~~ remain unchanged.



Neal S. Wolin, President & COO

FORM EXPLANATORY

forms to be used with

Fail**Safe** TERA Technology Liability Policy
Fail**Safe** GIGA Technology Liability Policy

We are submitting additional forms for use with our Fail**Safe** TERA Technology Liability Policy and Fail**Safe** GIGA Technology Liability Policy that was approved by your Department under filing number FN.21HS.111.2007.01.

Attached are the forms and a forms list providing an explanation of the forms.

TECHNOLOGY E&O (TERA & GIGA)

Form Number	Edition Date	Title	Description	TERA	GIGA	Mandatory/ Optional	Restricts Broadens
HK03101106	1106	Multiple Retentions - Named Insureds	This endorsement replaces previously approved Form HK03100701. This endorsement is used to reflect different retention levels for different technology services provided by the named insureds. It is used when different technology services present different risks and do not justify the same level of retention being used for all technology services.	X	X	O	C
HK03111106	1106	Multiple Retentions - Technology Services	This endorsement replaces previously approved Form HK03110701. This endorsement is used to reflect different retention levels for different technology services provided by the named insureds. It is used when different technology services present different risks and do not justify the same level of retention being used for all technology services.	X	X	O	C
HK03400407	0407	Multiple Retentions - Contract Specific	This endorsement will be utilized in those situations where a contract specific exposure warrants a different retention.	X	X	O	C
HK03410607	0607	Contingent Bodily Injury/Property Damage with Sublimit (Giga)	This endorsement will be utilized to provide Contingent Bodily Injury/Property damage with a sublimit.		X	O	B
HK03461207	1207	Modified Property Damage Exclusion - Tera	The property damage exclusion is being modified to remove "any loss, corruption or destruction of data or information", as well as, reference to data or information within the exclusion.	X		O	B
HK03471207	1207	Modified Property Damage Exclusion - Giga	The property damage exclusion is being modified to remove "any loss, corruption or destruction of data or information", as well as, reference to data or information within the exclusion.		X	O	B
HK03481207	1207	Multiple Retroactive Date Endorsement – For Expanded Perils -	This endorsement is used on a policy when the insured has added expanded peril coverage options to the policy at date that is later than the original retroactive date. This endorsement allows for the correct assignment of Retroactive Dates based on coverage grants being purchased or added to the policy at different times.	X	X	O	C
HK 03491207	1207	Multiple Retroactive Date Endorsement – For Multiple Entities and Expanded Perils	This endorsement is used on a policy when the named insured has multiple entities that have maintain applicable coverage but not for the same period of time (i.e. one entity maintained coverage longer than another entity) and the insured has added expanded peril coverage options to the policy at date that is later than the original retroactive date. This endorsement allows for the correct assignment of Retroactive Dates based on entities and coverage grants being purchased or added to the policy at different times.	X	X	O	C

HK03501207	1207	Multiple Retroactive Date Endorsement – For Multiple Entities	This endorsement is used on a policy when the named insured has multiple entities that have maintain applicable coverage but not for the same period of time (i.e. one entity maintained coverage longer than another entity). This could be due to acquisitions, formation of a new entity, etc. This endorsement allows for the correct assignment of Retroactive Dates if entities have maintained coverage for different periods of time.	X	X	O	C
HK03511207	1207	Prior Acts Limit Restriction Endorsement (One Limit Change)	This endorsement allows for the clarification of the prior acts coverage associated with the change in the policy limits. This endorsement is utilize in situations where the limit has been increased one time.	X	X	O	C
HK03521207	1207	Prior Acts Limit Restriction Endorsement (Two Limit Changes)	This endorsement allows for the clarification of the prior acts coverage associated with the change in the policy limits. This endorsement is utilize in situations where the limit has been increased two times.	X	X	O	C
HK03531207	1207	Prior Acts Limit Restriction Endorsement (Three Limit Changes)	This endorsement allows for the clarification of the prior acts coverage associated with the change in the policy limits. This endorsement is utilize in situations where the limit has been increased three times.	X	X	O	C
HK21540508	0508	Modified Product Recall Exclusion - Tera	This endorsement modifies the withdrawal or recall exclusion to not provide a give back for claims by third parties for the loss of use resulting from a withdrawal or recall of technology services due to a glitch committed by an insured under the policy.	X		O	R
HK21550508	0508	Modified Product Recall Exclusion - Giga	This endorsement modifies the withdrawal or recall exclusion to not provide a give back for claims by third parties for the loss of use resulting from a withdrawal or recall of technology services due to a glitch committed by an insured under the policy.		X	O	R
HK21560608	0608	Intellectua Property Exclusion for Code - Tera	This endorsement removes intellectual property coverage specifically for code.	X		O	R