

SERFF Tracking Number: TRVD-125705974 State: Arkansas
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2008-06-0053
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Miscellaneous GL Filing
Project Name/Number: Miscellaneous GL Filing/2008-06-0053

Filing at a Glance

Companies: NIPPONKOA Insurance Company Ltd.,(U.S.Branch), The Charter Oak Fire Insurance Company, The Phoenix Insurance Company, The Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company Of Connecticut, Travelers Property Casualty Company of America

Product Name: Miscellaneous GL Filing SERFF Tr Num: TRVD-125705974 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 2008-06-0053 State Status: Fees verified and received

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

Authors: Margaret Salisbury, Tia Slivinsky Disposition Date: 07/02/2008

Date Submitted: 06/27/2008 Disposition Status: Approved

Effective Date Requested (New): 11/01/2008 Effective Date (New):

Effective Date Requested (Renewal): 11/01/2008 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Miscellaneous GL Filing

Project Number: 2008-06-0053

Status of Filing in Domicile: Authorized

Domicile Status Comments: Authorized in CT, Pending in NY

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 07/02/2008

State Status Changed: 07/02/2008

Deemer Date:

Corresponding Filing Tracking Number: N/A

Filing Description:

In compliance with the insurance laws and regulations in your state, our companies respectfully submit the attached Commercial General Liability filing for your review and consideration.

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With this filing, we are submitting eight new optional endorsements for use with our General Liability portfolio. We feel these additional coverage options enable us to remain competitive while meeting the ever-changing needs of existing and potential customers in the marketplace. For a detailed description of the forms contained in this filing, please refer to the enclosed form transmittal supplements.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Company and Contact

Filing Contact Information

Margaret Salisbury, Senior Regulatory Analyst MSALSBUR@travelers.com
 One Tower Square (860) 277-6470 [Phone]
 Hartford, CT 06183 (860) 954-0580[FAX]

Filing Company Information

NIPPONKOA Insurance Company CoCode: 27073 State of Domicile: New York
 Ltd.,(U.S.Branch)

One Tower Square Group Code: 2558 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 98-0032627

The Charter Oak Fire Insurance Company CoCode: 25615 State of Domicile: Connecticut
 One Tower Square Group Code: 3548 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 06-0291290

The Phoenix Insurance Company CoCode: 25623 State of Domicile: Connecticut
 One Tower Square Group Code: 3548 Company Type:
 Hartford, CT 06183 Group Name: State ID Number:
 (860) 277-6470 ext. [Phone] FEIN Number: 06-0303275

The Travelers Indemnity Company CoCode: 25658 State of Domicile: Connecticut

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Charter Oak Fire Insurance Company	\$0.00	06/27/2008	
NIPPONKOA Insurance Company Ltd.,(U.S.Branch)	\$50.00	06/27/2008	21122390
The Phoenix Insurance Company	\$0.00	06/27/2008	
The Travelers Indemnity Company	\$0.00	06/27/2008	
The Travelers Indemnity Company of America	\$0.00	06/27/2008	
The Travelers Indemnity Company Of Connecticut	\$0.00	06/27/2008	
Travelers Property Casualty Company of America	\$0.00	06/27/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07/02/2008	07/02/2008

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Disposition

Disposition Date: 07/02/2008

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	Form Transmittal Documents	Approved	Yes
Form	Building Service Contractors Extension Endorsement - Limited Care, Custody or Control Coverage	Approved	Yes
Form	Damage To Property Endorsement - Limited Coverage For Physical Injury To Certain Electrical Property	Approved	Yes
Form	Additional Insured - Designated Person Or Organization	Approved	Yes
Form	Amendment Of Coverage - Pollution - Cooling, Dehumidifying And Water Heating Equipment Exception	Approved	Yes
Form	Blanket Additional Insured - Written Contracts (Architects, Engineers and Surveyors)	Approved	Yes
Form	Architects, Engineers and Surveyors IndustryEdge Endorsement	Approved	Yes
Form	Scheduled Additional Insured - Written Contracts (Architects, Engineers and Surveyors)	Approved	Yes
Form	Exclusion - "Professional Services" - Architects, Engineers or Surveyors	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Building Service Contractors Extension Endorsement - Limited Care, Custody or Control Coverage	CG D4 06 02 08	02-2008	Endorsement/Amendment/Conditions	New	0.00	CG D4 06 02 08 - BldgServContract-CCC.pdf
Approved	Damage To Property Endorsement - Limited Coverage For Physical Injury To Certain Electrical Property	CG D4 10 04 08	04-2008	Endorsement/Amendment/Conditions	New	0.00	CG D4 10 04 08 - DamagePropertyEndt-PhysInjuryCertainElecProp.pdf
Approved	Additional Insured - Designated Person Or Organization	CG D4 11 04 08	04-2008	Endorsement/Amendment/Conditions	New	0.00	CG D4 11 04 08 - Addl Ins-Designated Person-Organization.pdf
Approved	Amendment Of Coverage - Pollution - Cooling, Dehumidifying And Water Heating Equipment Exception	CG D4 13 04 08	04-2008	Endorsement/Amendment/Conditions	New	0.00	CG D4 13 04 08 - Pollution-Cooling Dehumidifying Hot Water.pdf
Approved	Blanket Additional	CG D4 14 04 08	04-2008	Endorsement/Amendment	New	0.00	CG D4 14 04 08 - Blanket

<i>SERFF Tracking Number:</i>	<i>TRVD-125705974</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>NIPPONKOA Insurance Company Ltd.,(U.S.Branch), ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2008-06-0053</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
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<i>Project Name/Number:</i>	<i>Miscellaneous GL Filing/2008-06-0053</i>		

	Insured - Written Contracts (Architects, Engineers and Surveyors)		ent/Condi tions		AddIns- AEwritten.pd f
Approved	Architects, Engineers and Surveyors IndustryEdge Endorsement	CG D4 15 05-2008 05 08	Endorseme New nt/Amendm ent/Condi tions	0.00	CG D4 15 05 08 - AES- IndustryEdg eEndt.pdf
Approved	Scheduled Additional Insured - Written Contracts (Architects, Engineers and Surveyors)	CG D4 16 05-2008 05 08	Endorseme New nt/Amendm ent/Condi tions	0.00	CG D4 16 05 08 - SchedAddIn s- AEwritten.pd f
Approved	Exclusion - "Professional Services" - Architects, Engineers or Surveyors	CG D4 18 06-2008 06 08	Endorseme New nt/Amendm ent/Condi tions	0.00	CG D4 18 06 08 - Excl- ProfServDef- AES.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BUILDING SERVICE CONTRACTORS EXTENSION ENDORSEMENT
LIMITED CARE, CUSTODY OR CONTROL COVERAGE**

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

SCHEDULE OF LIMITS

Building Service Contractors Care, Custody or Control Coverage - Each Occurrence:

Building Service Contractors Care, Custody or Control Coverage - Aggregate:

PROVISIONS

A. BUILDING SERVICE CONTRACTORS LIMITED CARE, CUSTODY OR CONTROL COVERAGE

The following is added to Exclusion **j**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to “property damage” to any of the following if such “property damage” arises out of your building cleaning or servicing operations:

- (a)** Tools or equipment of others while being used by the insured in performing his or her operations;
- (b)** Property of others in the custody of the insured which is to be installed, erected or used in construction by the insured;
- (c)** That particular part of any property, not on any premises owned by or rented to the insured:
 - (i)** Upon which the insured or any contractors or subcontractors working directly or indirectly on the insured’s behalf are performing operations, if the “property damage” arises out of those operations; or
 - (ii)** Out of which any “property damage” arises, or
 - (iii)** That must be restored, repaired or replaced because “your work” was incorrectly performed on it.

B. BUILDING SERVICE CONTRACTORS LIMITED CARE, CUSTODY OR CONTROL COVERAGE - LIMITS OF INSURANCE

The following are added to **SECTION III – LIMITS OF INSURANCE**:

1. The Building Service Contractors Care, Custody or Control Coverage Aggregate Limit shown in the Schedule above is the most we will pay for all damages because of “property damage” covered under Building Service Contractors Limited Care, Custody Or Control Coverage. The Building Service Contractors Care, Custody or Control Coverage Aggregate Limit is subject to, and is not in addition to, the General Aggregate Limit stated in the Declarations of the Commercial General Liability Coverage Part.

If a Designated Project(s) General Aggregate Limit applies to the Commercial General Liability Coverage Part, then when such “property damage” can be attributed only to building cleaning or maintenance services at a single designated project, this Building Service Contractors Care, Custody or Control Coverage Aggregate Limit applies separately to each designated project subject to, and not in addition to, the applicable Designated Project General Aggregate Limit, instead of the General Aggregate Limit stated in the Declarations of the Commercial General Liability Coverage Part.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
ISSUE DATE:

2. Subject to the Building Service Contractors Care, Custody or Control Coverage Aggregate Limit, the Building Service Contractors Care, Custody or Control Coverage Each Occurrence Limit shown in the Schedule above is the most we will pay for all damages because of "property damage" covered under Building Service Contractors Limited Care, Custody or Control Coverage and arising out of any one "occurrence." This Building Service Contractors Care, Custody or Control Coverage Each Occurrence Limit is subject to, and is not in addition to, the Each Occurrence Limit stated in the Declarations of the Commercial General Liability Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**DAMAGE TO PROPERTY ENDORSEMENT – LIMITED COVERAGE FOR
PHYSICAL INJURY TO CERTAIN ELECTRICAL PROPERTY**

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

SCHEDULE

Electrical Property Liability Aggregate Limit	\$100,000
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1. The following is added to Exclusion j., Damage To Property, in Paragraph 2., Exclusions, of SECTION I – COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs **(4)**, **(5)** and **(6)** of this exclusion do not apply to “property damage” that is physical injury to any electrical:

- (a)** Part;
- (b)** Component;
- (c)** Panel; or
- (d)** Apparatus;

but only if such “property damage” is alleged in a claim or “suit” for which we pay damages because of “property damage” to which this insurance applies in the absence of this exception.

This exception to Paragraphs **(4)**, **(5)** and **(6)** of this exclusion does not apply to any “property damage” that is loss of use of property.

2. The following is added to SECTION III – LIMITS OF INSURANCE:

Subject to the General Aggregate Limit, the Electrical Property Liability Aggregate Limit shown in the Schedule of this endorsement above is the most we will pay under Coverage **A** for damages because of all “property damage” covered by Paragraph **1.** of this endorsement above.

Subject to the applicable aggregate limit, we will not pay more than the Each Occurrence Limit shown in the Declarations for the sum of:

- a.** Damages under Coverage **A**, including damages covered by Paragraph **1.** of this endorsement above; and
- b.** Medical expenses under Coverage **C** because of all “bodily injury” and “property damage” arising out of any one “occurrence”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

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

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage”, “personal injury” or “advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF COVERAGE - POLLUTION - COOLING, DEHUMIDIFYING
AND WATER HEATING EQUIPMENT EXCEPTION**

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

PROVISIONS

The following replaces Paragraph **(1)(a)(i)** of Exclusion **f.**, **Pollution**, in Paragraph **2.** of **SECTION I – COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that you agree in a “written contract requiring insurance” to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for “bodily injury”, “property damage” or “personal injury”; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of “your work” to which the “written contract requiring insurance” applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the “written contract requiring insurance”, the insurance provided to the additional insured shall be limited to the limits of liability required by that “written contract requiring insurance”. This endorsement shall not increase the limits of insurance described in **Section III - Limits Of Insurance**.
- d. This insurance does not apply to the rendering of or failure to render any “professional services” or construction management errors or omissions.
- e. This insurance does not apply to “bodily injury” or “property damage” caused by “your work” and included in the “products-completed operations hazard” unless the “written contract requiring insurance” specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such “bodily injury” or “property damage” that occurs before the end of the period of time for which the “written contract requiring insurance” requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible “other insurance”, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the “written contract requiring insurance” that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to “other insurance” available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that “other insurance”. But this insurance provided to the additional insured still is excess over any valid and collectible “other insurance”, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any “other insurance”.

3. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an “occurrence” or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the “occurrence” or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the “occurrence” or offense.
- b.** If a claim is made or “suit” is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or “suit” and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or “suit” as soon as practicable.

- c.** The additional insured must immediately send us copies of all legal papers received in connection with the claim or “suit”, cooperate with us in the investigation or settlement of the claim or defense against the “suit”, and otherwise comply with all policy conditions.
 - d.** The additional insured must tender the defense and indemnity of any claim or “suit” to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.
- 4.** The following is added to the **DEFINITIONS** Section:

“Written contract requiring insurance” means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the “bodily injury” and “property damage” occurs and the “personal injury” is caused by an offense committed:

- a.** After the signing and execution of the contract or agreement by you;
- b.** While that part of the contract or agreement is in effect; and
- c.** Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS INDUSTRYEDGESM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Broadened Named Insured B. Incidental Medical Malpractice C. Reasonable Force – Bodily Injury Or Property Damage D. Non-Owned Watercraft – Increased To Up To 75 feet E. Aircraft Chartered With Crew F. Extension Of Coverage – Damage To Premises Rented To You G. Personal Injury - Assumed by Contract H. Increased Supplementary Payments I. Additional Insured – Owner, Manager Or Lessor Of Premises J. Additional Insured – Lessor Of Leased Equipment K. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises L. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations | <ul style="list-style-type: none"> M. Who Is An Insured – Newly Acquired Or Formed Organizations N. Injury To Co-Employees And Co-Volunteer Workers O. Medical Payments Limit P. Knowledge And Notice Of Occurrence Or Offense Q. Other Insurance Condition R. Unintentional Omission S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract T. Amended Bodily Injury Definition U. Amended Insured Contract Definition – Railroad Easement V. Additional Definition – Written Contract Requiring Insurance |
|--|---|

PROVISIONS

A. BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES

The Named Insured in Item 1. of the Declarations is amended as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" who is employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic, in providing or failing to provide "incidental medical services" or "Good Samaritan services" to a person.

2. The following is added to the **DEFINITIONS** Section:

- a. "Incidental medical services" means medical, surgical, dental, laboratory, x-ray or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances; or first aid.

- b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

3. The following is added to **Paragraph 2.a.(1)** of **SECTION II - WHO IS AN INSURED**

Paragraphs **(1) (a), (b), (c)** and **(d)** above do not apply to any of your "employees" who are employed by you as a registered nurse, licensed practical nurse, emergency medical technician or paramedic but only while performing the services described in Paragraph **1.** above and while acting within the scope of their employment by you. Any such "employees" rendering "incidental medical services" or "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

4. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Sale of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

5. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to you or any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" or "Good Samaritan services", except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

6. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" in providing or failing to provide "incidental medical services" or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

C. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion **a., Expected Or Intended Injury**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

- a. **Expected Or Intended Injury Or Damage**

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

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

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

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

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

Any person who, with your expressed or implied consent, either uses or is responsible for the use of a nonowned watercraft that is less than 75 feet and not being used to carry person or property for a charge is included as an insured under this Coverage Part.

E. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured; and
- (b) Not owned by any insured.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The following replaces the last paragraph of **SECTION I – COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**

2. The insurance under this Provision **F.** does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. The following replaces Paragraph **6.** of **SECTION III - LIMITS OF INSURANCE**

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or

COMMERCIAL GENERAL LIABILITY

- b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.
- 4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

G. PERSONAL INJURY - ASSUMED BY CONTRACT

The following replaces Exclusion e., **Contractual Liability** in Paragraph 2. of **SECTION I - COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

"Advertising injury" for which the insured has assumed 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.

H. INCREASED SUPPLEMENTARY PAYMENTS

- 1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:
 - 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.
- 2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES**:
 - 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 \$500 a day because of time off from work.

I. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

- 1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you have agreed in a "written contract requiring insurance" to include as an additional insured on this Coverage Part is an insured, but:

 - a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that "written contract requiring insurance"; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that "written contract requiring insurance".
- 2. The insurance provided to such additional insured under this Provision I. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the "written contract requiring insurance", or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;
 - (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or
 - (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision I. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

J. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

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

Any person or organization that you have agreed in a “written contract requiring insurance” to include as an additional insured on this Coverage Part is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that “written contract requiring insurance”; and
 - b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.
2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:
 - a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the “written contract requiring insurance”, or the limits shown in the Declarations for this Coverage Part, whichever are less; and
 - b. The insurance afforded to such additional insured does not apply:
 - (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or
 - (2) If the equipment is leased with an operator.
 3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

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

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, man-holes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

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

Any state or political subdivision that has issued a permit is an insured, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

M. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4.a. of **SECTION II - WHO IS AN INSURED**:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization

COMMERCIAL GENERAL LIABILITY

that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period.

N. INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

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

1. Your "employees" are insureds with respect to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to your "volunteer workers" while performing duties related to the conduct of your business, provided that this coverage for your "employees" does not apply to acts outside the scope of their employment by you or while performing duties unrelated to the conduct of your business.
2. Your "volunteer workers" are insureds with respect to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business, or to your "employees" in the course of the "employee's" employment by you, provided that this coverage for your "volunteer workers" does not apply while performing duties unrelated to the conduct of your business.
3. Subparagraphs **2.a.(1)(a), (b) and (c)** and **3.a.** of **SECTION II – WHO IS AN INSURED** do not apply to "bodily injury" for which insurance is provided by paragraph 1. or 2. above.

O. MEDICAL PAYMENTS LIMIT

The following replaces paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

Subject to 5. 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, and will be the higher of:

- a. \$10,000; or
- b. The amount shown on the Declarations for Medical Expense Limit.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

Q. OTHER INSURANCE CONDITION

1. The following replaces Paragraph 4., **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

4. Other Insurance

If valid and collectible “other insurance” is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the “other insurance” is also primary. Then, we will share with all that “other insurance” by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the “other insurance”, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder’s Risk, Installation Risk, or similar coverage for “your work”;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for “property damage” to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, “autos”, or watercraft to the extent not subject to Exclusion **g.** of Section **I** - Coverage **A** – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any “suit” if any provider of “other insurance” has a duty to defend the insured against that “suit”. If no provider of “other insurance” defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those providers of “other insurance”.

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

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

We will share the remaining loss, if any, with any “other insurance” that is not described in this Excess Insurance provision.

c. Method Of Sharing

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

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

2. The following definition is added to **SECTION V - DEFINITIONS**:

COMMERCIAL GENERAL LIABILITY

“Other insurance”:

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5 of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part

R. UNINTENTIONAL OMISSION

1. The following is added to Paragraph 6. **Representations** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision R. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a “written contract requiring insurance” entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

T. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

“Bodily injury” means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

U. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph c. of the definition of "insured contract" in the **DEFINITIONS** Section is replaced by the following:

- c. Any easement or license agreement;
- 2. Subparagraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

V. ADDITIONAL DEFINITION – WRITTEN CONTRACT REQUIRING INSURANCE

The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or written agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**SCHEDULED ADDITIONAL INSURED – WRITTEN CONTRACT
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

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

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

PROJECT/LOCATION OF COVERED OPERATIONS:

PROVISIONS

1. The following is added to **SECTION II - WHO IS AN INSURED:**

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III - Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to that additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured shown in the Schedule above is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess,

COMMERCIAL GENERAL LIABILITY

contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement with the person or organization shown in the Schedule above, under which you are required to include that person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – “PROFESSIONAL SERVICES” – ARCHITECTS, ENGINEERS OR SURVEYORS

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

A. The following exclusion is added to Paragraph 2., **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering of or failure to render any "professional services" by you or any architect, engineer or surveyor who is either employed by you or performing work on your behalf in such capacity.

B. The following is added to **DEFINITIONS (Section V)**:

"Professional services" means any service requiring specialized skill or training including the following:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

SERFF Tracking Number: TRVD-125705974 *State:* Arkansas
First Filing Company: NIPPONKOA Insurance Company *State Tracking Number:* EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2008-06-0053
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: Miscellaneous GL Filing
Project Name/Number: Miscellaneous GL Filing/2008-06-0053

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVD-125705974 State: Arkansas
First Filing Company: NIPPONKOA Insurance Company State Tracking Number: EFT \$50
Ltd.,(U.S.Branch), ...
Company Tracking Number: 2008-06-0053
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Miscellaneous GL Filing
Project Name/Number: Miscellaneous GL Filing/2008-06-0053

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 07/02/2008

Comments:

Attachments:

AR NAIC Transmittal Doc.pdf
AR NAIC - Form Filing Schedule.pdf

Satisfied -Name: Form Transmittal Documents **Review Status:** Approved 07/02/2008

Comments:

Attachments:

CG D4 06 02 08 - BldgServCont-CCC-TR.pdf
CG D4 10 04 08 - DamagePropEndt-PhysInjuryCertainElecProp-TR.pdf
CG D4 11 04 08 - Addl Ins-Desig person-Organization-TR.pdf
CG D4 13 04 08 - Polln-CoolDehumHotWater-TR.pdf
CG D4 14 04 08 - Blanket AddlIns-AEwritten-TR.pdf
CG D4 15 05 08 - AES-IndustryEdgeEndt-TR.pdf
CG D4 16 05 08 - SchedAddIns-AEwritten-TR.pdf
CG D4 18 06 08 - Excl-ProfServDef-AES-TR.pdf

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	2008-06-0053
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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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In compliance with the insurance laws and regulations in your state, our companies respectfully submit the attached Commercial General Liability filing for your review and consideration.

With this filing, we are submitting eight new optional endorsements for use with our General Liability portfolio. We feel these additional coverage options enable us to remain competitive while meeting the ever-changing needs of existing and potential customers in the marketplace. For a detailed description of the forms contained in this filing, please refer to the enclosed form transmittal supplements.

Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

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 #: \$50.00
Amount:

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 #	2008-06-0053			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Building Service Contractors Extension Endorsement – Limited Care, Custody Or Control Coverage	CG D4 06 02 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Damage To Property Endorsement – Limited Coverage For Physical Injury To Certain Electrical Property	CG D4 10 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Additional Insured Designated Person or Organization	CG D4 11 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Amendment Of Coverage – Pollution – Cooling, Dehumidifying And Water Heating Equipment Exception	CG D4 13 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Blanket Additional Insured – Written Contracts (Architects, Engineers And Surveyors)	CG D4 14 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Architects, Engineers and Surveyors IndustryEdge Endorsement	CG D4 15 05 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Scheduled Additional Insured – Written Contract (Architects, Engineers And Surveyors)	CG D4 16 05 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Exclusion – "Professional Services" – Architects, Engineers or Surveyors	CG D4 18 06 08	<input checked="" 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		

DEPARTMENT OF INSURANCE
PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT
SHEET FOR MULTIPLE FORM FILING

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Building Service Contractors Extension Endorsement - Limited Care, Custody Or Control Coverage	CG D4 06 02 08	New Form	E-GL-O	<p>[B] This form is being filed as a new form to provide coverage for building service and maintenance contractors who may damage the personal property of others in their care, custody or control while performing their building service and maintenance operations.</p> <p>Coverage for such “property damage” is subject to sublimits – each occurrence and aggregate – which are in turn subject to the policy’s Each Occurrence and General Aggregate limits. If a separate aggregate applies for a designated project, the sublimits will be subject to that separate, designated project aggregate.</p> <p>The premium charge for this endorsement will be (a) rated.</p>

DEPARTMENT OF INSURANCE
PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT
SHEET FOR MULTIPLE FORM FILING

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Damage To Property Endorsement – Limited Coverage For Physical Injury To Certain Electrical Property	CG D4 10 04 08	New	E-GL-O	<p>This is an optional endorsement which may be used on risks that are construction contractors whose work is on electrical property.</p> <p>It creates limited exceptions to paragraphs (4), (5) and (6) of Exclusion J.</p> <p>It provides coverage for property damage that is physical injury to an electrical part, component, panel or apparatus. But the expanded coverage applies only if the property damage described above is alleged in a claim or "suit" for which the policy would pay damages because of property damage to which this insurance applies in the absence of this exception.</p> <p>Coverage provided by this endorsement does not apply to any property damage that is loss of use of property.</p> <p>It does not apply to Products-Completed Operations.</p> <p>The aggregate limit of liability for this coverage is \$100,000 and this sub-limit is included in and subject to the policy's General Aggregate Limit.</p> <p>The premium charge for this endorsement will be (a) rated.</p>

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<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Additional Insured – Designated Person or Organization	CG D4 11 04 08	New	E-GL-O	<p>[B] This endorsement is used in lieu of ISO's form CG 20 26 & mirrors ISO's form, except for the use of the separate terms "personal injury" and "advertising injury" rather than the combined term "personal and advertising injury".</p> <p>The premium charge for this endorsement will be (a) rated.</p>

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<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Amendment Of Coverage - Pollution - Cooling, Dehumidifying And Water Heating Equipment Exception	CG D4 13 04 08	New Form	E-GL-O	<p>[B] This form is being filed as a new form to match coverage provided under the latest edition of ISO's CGL Coverage Part (CG 00 01). The current CG 00 01 expands the exception under the pollution exclusion (exclusion f.) for smoke, fumes, vapor or soot produced by or originating from building heating equipment to smoke, fumes, vapor or soot produced by or originating from equipment used for cooling, dehumidifying or to heat water for personal use.</p> <p>This endorsement is optional and may be used for any risk that does not have attached another broader or more restrictive pollution endorsement (e.g., time element or herbicide or pesticide applicator coverage).</p> <p>There is no charge for this endorsement.</p>

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<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Blanket Additional Insured – Written Contracts (Architects, Engineers And Surveyors)	CG D4 14 04 08	New Form	E-GL-O	<p>[B] This optional endorsement modifies the Commercial General Liability Coverage Form CG 00 01 for insured risks who are architects, engineers or surveyors.</p> <p>This Provision extends coverage as described in Paragraph 1. to specified persons or organizations, when the named insured is required to provide such coverage under a “written contract requiring insurance”, as defined in Paragraph 4. The coverage provided under this Provision applies if and only to the extent that injury or damage is caused by acts or omissions of the named insured or the named insured’s subcontractors. Additional insured status is not afforded for the independent acts or omissions of that other person or organization.</p> <p>The insurance afforded to the additional insured is limited to the limits agreed to in the “written contract requiring insurance”, or the policy limits, whichever is less. We obviously cannot provide coverage in excess of policy limits; in addition, the named insured may not want to make full policy limits available (thus potentially eroding the named insured’s own coverage) if a lesser limit is all that is required by contract.</p> <p>No coverage is afforded for BI, PD or PI arising out of “professional services” or construction management errors or omissions.</p> <p>Coverage is also excluded for BI or PD arising out of the “products-completed operations hazard”, unless such coverage is specifically required by a “written contract requiring insurance”.</p> <p>The coverage as described in Paragraph 1. is provided on a primary, non-contributory basis for that person or organization, but only when such requirement is also included in the “written contract requiring insurance” which is entered into by the insured prior to loss.</p>

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<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Blanket Additional Insured – Written Contracts (Architects, Engineers And Surveyors)	CG D4 14 04 08	New Form	E-GL-O	<p>[B] (cont.)</p> <p>Finally, such additional insureds as are afforded coverage must cooperate in the handling of any claim or “suit”, as is standard requirement under the CGL.</p> <p>The premium charge for this endorsement will be (a) rated.</p>

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<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORMS</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Architects, Engineers and Surveyors IndustryEdge Endorsement	CG D4 15 05 08	None	E-GL-O	[B] This new form is designed for Architects, Engineers or Surveyors operations. The IndustryEdge Endorsement provides a “package” of coverage enhancements to the Commercial General Liability Coverage Part. It combines commonly requested coverages into a single form, thus eliminating many separate endorsements, and providing efficiency of operations and processing. The premium charge for this endorsement will be (a) rated. A full description of the coverages provided appears below.

GENERAL DESCRIPTION OF COVERAGE: Presents an “overview” by describing, in general terms, all of the enhancements included in the endorsement. Cautions the policyholder to carefully read all the PROVISIONS to determine the exact coverage provided by each enhancement.

Broadened Named Insured – Unnamed Subsidiaries: Expands Named Insured status by including existing subsidiaries of the first named insured as named insureds under the policy, without having to individually list each subsidiary on the Declarations.

Incidental Medical Malpractice: The standard ISO CGL form excludes this coverage. This Provision extends coverage to “employees” , for the rendering of, or failure to render “incidental medical services” as defined. Coverage is further expanded to include “Good Samaritan services”, as defined.

This coverage is intended only for the incidental exposures of those named insureds that are not in the health care business and applies only when the “employee” is working within the course and scope of employment. No coverage is provided for the sale of pharmaceuticals. This coverage is also excess over any valid and collectible other insurance, except for insurance purchased specifically by the named insured to be excess.

Reasonable Force Property Damage – Exception to Expected Or Intended Injury Exclusion: The standard ISO CGL form provides coverage for “bodily injury” resulting from the use of reasonable force in the protection of persons or property. This Provision extends the coverage to apply to “property damage” as well.

Non-Owned Watercraft - Increased To Up To 75 Feet: The standard ISO CGL form provides coverage for “bodily injury” or “property damage” arising out of the use of non-owned watercraft that are less than 26 feet long (and not being used to carry persons or property for a charge). This Provision broadens coverage in two ways:

1. The length of such covered non-owned watercraft is increased to 75 feet or less.
2. Extends coverage to any person or organization (not just persons who are insureds under the policy) who, with the expressed or implied consent of the named insured, either uses or is responsible for the use of the watercraft described in 1. above.

This coverage is excess over any valid and collectible other insurance under the standard Other Insurance Condition.

Aircraft Chartered With Pilot: Adds to “Aircraft, Auto or Watercraft” Exclusion an exception, so that coverage is extended to apply to “bodily injury” or “property damage” arising from an aircraft chartered with crew to any insured.

This coverage does not apply if the chartered aircraft is owned by any insured. This coverage becomes excess over any valid and collectible other insurance, under the standard Other Insurance Condition.

Extension of Coverage - Damage To Premises Rented To You: Broadens the basic coverage for Damage To Premises Rented To You Liability in two ways:

1. Increases the basic Damage To Premises Rented To You Limit to the higher of \$300,000 or the amount shown on the Declarations.
2. The basic policy covers only damage by fire. This provision revises the covered perils to also include fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning, or water or any combination of these causes.

Personal Injury – Assumed By Contract: The standard ISO GL form excludes “personal injury” arising out of a knowing violation of the rights of another person by the insured. This provision broadens the coverage to provide an exception for “personal injury” arising out of allegations of malicious prosecution.

Increased Supplementary Payments: This Provision increases the amount we will pay for the cost of bail bonds from \$250 to \$2500. We also increase the amount we will pay for loss of earnings from \$250 a day to \$500 a day.

Additional Insured – Owner, Manager Or Lessor Of Premises: This Provision extends coverage to a person or organization when required by a written contract requiring insurance and arising out of the ownership, maintenance or use of that part of any premises lease to the insured under that contract or agreement.

Additional Insured – Lessor Of Leased Equipment: This Provision extends coverage to a person or organization when required by a written contract requiring insurance, for lease of equipment without an operator.

Additional Insured – State Or Political Subdivisions – Permits Relating To Premises: This Provision extends coverage to any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented to or loaned to the insured.

Additional Insured – State Or Political Subdivisions – Permits Relating To Operations: This Provision extends coverage to any state or political subdivision that has issued a permit for operations performed by the insured or on their behalf.

Who Is An Insured – Newly Acquired Or Formed Organization: The standard ISO GL form extends coverage automatically to newly acquired or formed organizations, but for a period of only 90 days or to the end of the policy period, whichever comes first. This Provision extends the automatic coverage period to 180 days, and for the entire remaining policy period if the insured notifies us of the new entity within that 180 day period.

Injury To Co-Employees And Co-Volunteer Workers: Coverage is extended for “employees” and “volunteer workers” who may injure fellow employees in the course of their employment or volunteer duties on behalf of the named insured.

Medical Payments Limit: The limit is increased to \$10,000.

Knowledge and Notice Of Occurrence Or Offense: Typically in a larger company, it will take some time before an executive officer, partner, member, or the person designated to handle insurance matters is made aware of all but the most severe incidents or potential losses. Our customers want to be sure that we will not deny a claim based on untimely notice, if the appropriate person does not receive notice in a timely manner.

This provision ensures that the clock starts ticking only when an individual responsible for reporting has knowledge of the “occurrence” or offense. It also provides objective criteria for reporting claims initially thought to be Workers Compensation or Accident & Health claims, which later develop into GL claims.

Other Insurance Condition: This provision now completely replaces Condition 4. Other Insurance in the ISO CGL Coverage Form. It now also adds a definition for “Other Insurance” to more clearly state what is included in “Other Insurance”. The definition says that “Other Insurance” does not include umbrella or excess insurance purchased by the named insured to apply in excess of this Coverage Part.

Unintentional Omission: This Provision ensures that the omission of, or error in, any information provided by the named insured, and upon which we relied in issuing the policy, shall not prejudice the named insured's rights, as long as the omission or error is unintentional.

However, this Provision does not affect our right to collect additional premium, or to exercise our right of cancellation or nonrenewal, in accordance with applicable state insurance laws, codes or regulations.

Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract: This Provision recognizes an insured's right to waive any right of recovery we may have against any person or organization because of payments we have made for injury or damage arising out of the insured's premises, operations, work or products. The waiver must be part of a “written contract requiring insurance” which is [a] entered into by the insured prior to loss; and [b] in effect when the “bodily injury” or “property damage” occurs, or the “personal injury” or “advertising injury” offense is committed.

Amended Bodily Injury Definition: Extends coverage by amending the definition of “bodily injury” to include mental anguish, mental injury, shock, fright, disability and humiliation in addition to bodily injury, sickness or disease, and death.

Amended Insured Contract Definition – Railroad Easement: The standard ISO GL form does not provide coverage for any easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad. This Provision removes the limitation for operations on or within 50 feet of a railroad.

Additional Definition – Written Contract Requiring Insurance: This definition is included due to the numerous times the term is used in additional insured and other provisions. Rather than repeat the terminology in each provision, the defined term is used..

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<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORMS</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Scheduled Additional Insured – Written Contract (Architects, Engineers And Surveyors)	CG D4 16 05 08	None	E/GL/O	<p>[B] This optional endorsement modifies the Commercial General Liability Coverage Form CG 00 01 for insured risks who are architects, engineers or surveyors.</p> <p>This Provision extends coverage as described in Paragraph 1. to scheduled person(s) or organization(s) for the project(s) or location(s) as listed in the schedule. The coverage provided under this Provision applies if and only to the extent that injury or damage is caused by acts or omissions of the named insured or the named insured’s subcontractors. Additional insured status is not afforded for the independent acts or omissions of that other person or organization.</p> <p>The insurance afforded to the additional insured is limited to the limits agreed to in the “written contract requiring insurance” as defined in Paragraph 4., or the policy limits, whichever are less. We obviously cannot provide coverage in excess of policy limits; in addition, the named insured may not want to make full policy limits available (thus potentially eroding the named insured’s own coverage) if a lesser limit is all that is required by contract.</p> <p>No coverage is afforded for BI, PD or PI arising out of “professional services” or construction management errors or omissions.</p> <p>Coverage is also excluded for BI or PD arising out of the “products-completed operations hazard”, unless such coverage is specifically required by a “written contract requiring insurance”.</p> <p>The coverage as described in Paragraph 1. is also provided on a primary, non-contributory basis for that person or organization when such requirement is also included the “written contract requiring insurance” which is entered into by the insured prior to loss.</p> <p>Finally, such additional insureds as are afforded coverage must cooperate in the handling of any claim or “suit”, as is standard requirement under the CGL.</p> <p>The premium charge for this endorsement will be (a) rated.</p>

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<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Exclusion – “Professional Services” – Architects, Engineers or Surveyors	CG D4 18 06 08	New	E-GL-O	<p>[R] This exclusion is used to exclude coverage for the rendering of or failure to render “professional services” as an architect, engineer or surveyor. These professional/errors & omissions coverages are purchased separately.</p> <p>The new form mirrors ISO’s CG2243 (07-98) except for:</p> <ol style="list-style-type: none"> 1. the combined term “personal and advertising injury” which is replaced with the separate terms “personal injury” and “advertising injury”; and 2. The excluded activities are included as a defined term “professional services.” <p>The side-by-side comparison on the next page illustrates in detail the changes we have made along with explanations. [Strikeouts indicate deletions; underlining indicates new wording on the 11 03 edition in the left column].</p> <p>There is no premium impact.</p>

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SIDE-BY-SIDE OF REVISED FORM CG D4 18 06 08 TO REPLACED FORM CG 22 43 07 98

<u>New Form CG D4 18 06 08 with Annotated Changes</u>	<u>Form CG 22 43 07 98 being replaced.</u>	<u>Description of Changes</u>
<p align="center">COMMERCIAL GENERAL LIABILITY</p> <p>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.</p> <p align="center">EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS “PROFESSIONAL LIABILITY SERVICES” ARCHITECTS, ENGINEERS OR SURVEYORS</p> <p>This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART</p> <p><u>A.</u> The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:</p> <p>This insurance does not apply to "bodily injury", "property damage", or "personal injury" and or "advertising injury" arising out of the rendering of or failure to render any "professional services" by you or any engineer, architect, engineer or surveyor who is either employed by you or performing work on your behalf in such capacity.</p> <p><u>B.</u> The following is added to DEFINITIONS (SECTION V):</p> <p>"Professional services" include means any service requiring specialized skill or training including the following:</p> <ol style="list-style-type: none"> 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and 2. Supervisory, inspection, architectural or engineering activities. <p><small>CG D4 18 06 08 Copyright, 2008 The Travelers Indemnity Company, Inc. Page 1 of 1 Includes copyrighted material of Insurance Services Office, Inc., with its permission</small></p>	<p align="center">COMMERCIAL GENERAL LIABILITY</p> <p>THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.</p> <p align="center">EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY</p> <p>This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART</p> <p>The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:</p> <p>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 any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.</p> <p>Professional services include:</p> <ol style="list-style-type: none"> 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and 2. Supervisory, inspection, architectural or engineering activities. <p><small>CG 22 43 07 98 Copyright, Insurance Services Office, Inc., 1997 Page 1 of 1</small></p>	<p>The separate terms "personal injury" and "advertising injury" are used in lieu of the combined term "personal and advertising injury".</p>

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