

SERFF Tracking Number: CHUB-125753705 State: Arkansas
First Filing Company: Federal Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 08-CMQ-8-F
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
Only
Product Name: CUSTOMARQ - Endorsements
Project Name/Number: /

Filing at a Glance

Companies: Federal Insurance Company, Great Northern Insurance Company, Pacific Indemnity Company, Vigilant Insurance Company

Product Name: CUSTOMARQ - Endorsements SERFF Tr Num: CHUB-125753705 State: Arkansas

TOI: 05.2 Commercial Multi-Peril - Liability Portion Only SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 05.2003 Commercial Package Co Tr Num: 08-CMQ-8-F State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Carol Stiffler, Llyweyia Rawlins

Author: Debra Rodgers Disposition Date: 08/06/2008

Date Submitted: 08/05/2008 Disposition Status: Approved

Effective Date Requested (New): 03/01/2009

Effective Date (New): 03/01/2009

Effective Date Requested (Renewal): 03/01/2009

Effective Date (Renewal):
03/01/2009

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08/06/2008

State Status Changed: 08/06/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Enclosed for filing are various endorsements for use with our filed and approved Customarq product. Also enclosed, to facilitate you in your review is a Forms Explanatory Memorandum which provides a brief description of each form.

Your approval would be appreciated effective March 1, 2009. However, it is possible that internal considerations may

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force us to delay the implementation of this filing. If this becomes necessary, we will provide you with the proper documentation to amend the implementation date.

Company and Contact

Filing Contact Information

Jane Gutman, Unit Manager jgutman@chubb.com
 202 Hall's Mill Road (908) 572-4422 [Phone]
 Whitehouse Station, NJ 08889-1650 (908) 572-4820[FAX]

Filing Company Information

Federal Insurance Company	CoCode: 20281	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4422 ext. [Phone]	FEIN Number: 13-1963496	

Great Northern Insurance Company	CoCode: 20303	State of Domicile: Indiana
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4422 ext. [Phone]	FEIN Number: 41-0729473	

Pacific Indemnity Company	CoCode: 20346	State of Domicile: Wisconsin
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4422 ext. [Phone]	FEIN Number: 95-1078160	

Vigilant Insurance Company	CoCode: 20397	State of Domicile: New York
202 Hall's Mill Road	Group Code: 38	Company Type:
P.O. Box 1650		
Whitehouse Station, NJ 08889-1650	Group Name:	State ID Number:
(908) 572-4422 ext. [Phone]	FEIN Number: 13-1963495	

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Federal Insurance Company	\$0.00	08/05/2008	
Federal Insurance Company	\$50.00	08/05/2008	21793400

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08/06/2008	08/06/2008

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Disposition

Disposition Date: 08/06/2008
Effective Date (New): 03/01/2009
Effective Date (Renewal): 03/01/2009
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	Side-by-Sides	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Form	Non-Accumulation of Limits of Insurance	Approved	Yes
Form	Exclusion - Tobacco	Approved	Yes
Form	Exclusion - Various - PCO	Approved	Yes
Form	Exclusion - Pollution, Limited - PCO	Approved	Yes
Form	Exclusion - Exterior Insulation and Finish Systems	Approved	Yes
Form	Composite Rate	Approved	Yes
Form	Devinition of Claim	Approved	Yes
Form	Exclusion - Pollution, Except Hostile Fire	Approved	Yes
Form	Exclusion - Construction or Development Except maintenance or Renovation	Approved	Yes
Form	Exclusion - Construction or Development or Maintenance or Renovation, Total	Approved	Yes
Form	Exclusion - Construction/Development Except Scheduled Operations or Work	Approved	Yes
Form	Limitation of Coverage To Scheduled Premises or Projects	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Non-Accumulation of Limits of Insurance	80-02-2324	Rev. 11-06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 80-02-2324 Rev. 4-01 Previous Filing #: 01-CMQ-8-F		80-02-2324_Non Accumulation Of Limits Of Insurance....pdf
Approved	Exclusion - Tobacco	80-02-2445	Rev. 4-06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 80-02-2445 Ed. 7-98 Previous Filing #: 98-CMQ-17-F		80-02-2445_Exclusion-Tobacco Rev 4-06.pdf
Approved	Exclusion - Various - PCO	80-02-6557	Ed. 8-05	Endorsement/Amendment/Conditions New		0.00	80-02-6557_Exclusion-Variou PCO_080805.pdf
Approved	Exclusion - Pollution, Limited - PCO	80-02-6567	Ed. 8-05	Endorsement/Amendment/Conditions New		0.00	80-02-6567_Exclusion-Pollution, Limited-PCO_Ed0805....pdf
Approved	Exclusion - Exterior Insulation and Finish Systems	80-02-6587	Ed. 4-06	Endorsement/Amendment/Conditions New		0.00	80-02-6587_Exclusion-Exterior Insulation And Finis....pdf
Approved	Composite Rate	80-02-6588	Ed. 3-06	Endorsement/Amendment/Conditions New		0.00	80-02-6588_Comp osite

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				ons		Rate_0306.p df
Approved	Devinition of Claim	80-02- 8207	Ed. 7-07	Endorseme New nt/Amendm ent/Condi tions	0.00	80-02- 8207_Definiti on Of Claim- Pollution Liability....pd f
Approved	Exclusion - Pollution, Except Hostile Fire	80-02- 8209	Ed. 10-07	Endorseme New nt/Amendm ent/Condi tions	0.00	80-02- 8209_Excl Pollution Except Hostile Fire_Ed10... .pdf
Approved	Exclusion - Construction or Development Except maintenance or Renovation	80-02- 8211	Ed. 2-08	Endorseme New nt/Amendm ent/Condi tions	0.00	80-02- 8211_Exclus ion- Construction Or Developmen t E....pdf
Approved	Exclusion - Construction or Development or Maintenance or Renovation, Total	80-02- 8212	Ed. 2-08	Endorseme New nt/Amendm ent/Condi tions	0.00	80-02- 8212_Exclus ion- Construction Or Developmen t O....pdf
Approved	Exclusion - Construction/Dev elopment Except Scheduled Operations or Work	80-02- 8213	Ed. 2-08	Endorseme New nt/Amendm ent/Condi tions	0.00	80-02- 8213_Exclus ion- Construction - Developmen t Exce....pdf
Approved	Limitation of	80-02- 8213	Ed. 2-08	Endorseme New	0.00	80-02-

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Coverage To	8214	nt/Amendm	8214_Limitat
Scheduled		ent/Condi	ion Of
Premises or		ons	Coverage To
Projects			Scheduled
			Pre....pdf

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

Non-Accumulation Of Limits Of Insurance

The following provision is added to this policy.

If this insurance contract is one of several insurance contracts issued by us or other member companies of the Chubb Group of Insurance Companies to you, or your subsidiary organizations, then any claim that could be covered under two or more contracts will be subject to the limits of insurance under the contract with the highest applicable limit of insurance or, if the limits are the same, under the limits of insurance of one contract.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

Exclusion Endorsement

Tobacco

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:

A. actual, alleged or threatened:

1. contaminative, pathogenic, toxic or other hazardous properties of; or
2. defect, deficiency, inadequacy or dangerous condition in;

any **tobacco or tobacco-related product**.

- B. 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **tobacco or tobacco-related product**;
or

**Exclusion
Endorsement**

*Tobacco
(continued)*

2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any **tobacco or tobacco-related product**.

The following definition is added to this policy and replaces any similar definition contained therein.

Definition

*Tobacco Or Tobacco-
Related Product*

Tobacco or tobacco-related product means any:

- plant of the genus *nicotiana* (herein referred to as “tobacco”) by whatever name known, including its presence or use in a cigar or cigarette or in chewing or smoking or as snuff;
- chemical, mineral or other material, good or product applied to, found within, sprayed on or used in connection with tobacco;
- filter, paper, pipe, wrapper or any other tobacco-related accessory;
- tobacco cessation good, product, service, advice or instruction; or
- smoke or other solid, liquid, gaseous or thermal by-product or residue of tobacco or in connection with any of the foregoing.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

The following exclusions are added to this policy and replace any similar exclusions contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

Exclusion Endorsement

*Aircraft, Autos Or
Watercraft*

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

**Exclusion
Endorsement**
(continued)

**Employment-Related
Practices**

- A. With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
1. arrest, detention or imprisonment;
 2. breach of any express or implied covenant;
 3. coercion, criticism, humiliation, prosecution or retaliation;
 4. defamation or disparagement;
 5. demotion, discipline, evaluation or reassignment;
 6. discrimination, harassment or segregation;
 7. a. eviction; or
b. invasion or other violation of any right of occupancy;
 8. failure or refusal to advance, compensate, employ or promote;
 9. invasion or other violation of any right of privacy or publicity;
 10. termination of employment; or
 11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any injury or damage sustained at any time by any brother, child, parent, sister or spouse of any person at whom any act, omission, policy, practice or representation is directed (as described in paragraph A. above), as a consequence of any of the foregoing.
- C. Paragraphs A. and B. above apply:
1. regardless of the capacity in which the **insured** may be liable; and
 2. to any obligation to share any damages, loss, cost or expense with or to repay any person or organization who must pay any damages, loss, cost or expense because of any of the foregoing.

**Intellectual Property
Laws Or Rights**

With respect to all coverage(s) under this contract, this insurance does not apply to any actual or alleged damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged damages, loss, cost or expense in the absence of any such actual or alleged assertion, infringement or violation.

Liability Insurance

Endorsement

Effective Date

Policy Number

Exclusion Endorsement (continued)

Mobile Equipment Transportation

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**.

Definitions

Intellectual Property Law Or Right

The following definition is added to this policy and replaces any similar definition contained therein.

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

Exclusion Endorsement

Pollution

- A. With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
 2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;
 3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
 - a. **insured**; or
 - b. person or organization for whom any **insured** may be legally responsible; or

Exclusion Endorsement

Pollution (continued)

4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured's** behalf is performing operations, if the:
 - a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
 - b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.

- B. With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:
 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 2. claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Paragraph B. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

The following definitions are added to this policy and replace any similar definitions contained therein.

Definitions

Hostile Fire

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Liability Insurance

Endorsement

Effective Date

Policy Number

Definitions

(continued)

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

Exclusion Endorsement

Exterior Insulation And Finish Systems

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:

- design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any **exterior insulation and finish system** or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
- good, product, operation, service or work with respect to any exterior component, fixture or feature of any structure if an **exterior insulation and finish system**, or any substantially similar system, is used on any part of such structure.

The following definition is added to this policy and replaces any similar definition contained therein.

Definitions

Exterior Insulation And Finish System

Exterior insulation and finish system (commonly referred to as EIFS or synthetic stucco) means a non-load bearing exterior cladding or finish system (and all component parts therein) used on any part of any structure and consisting of any:

- rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
- adhesive or mechanical fasteners used to attach insulation board to a substrate;
- reinforced or unreinforced base coats or mesh;
- finish coat providing surface texture to which color may be added; and
- flashing, caulking or sealant used with the system for any purpose.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

Under Conditions, the following condition is added.

Conditions

Composite Rate

The premium for the coverages in the Declarations will be computed on a composite basis in accordance with our rules and rates and other conditions of the policy.

We will compute the deposit premium at the inception of the policy term by applying the composite rate to the estimated annual exposure base shown in the Schedule.

The earned premium will be determined by our audit at the termination or expiration of the policy term by applying the composite rate to the annual exposure base.

All other terms and conditions remain unchanged.

Authorized Representative

Pollution Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

Under Definitions, the definition titled Claim is deleted and replaced by the following.

Definitions

Claim

Claim means a:

- A. request, demand, order or regulatory or statutory requirement of a governmental agency with responsibility for regulation of the environment that the **insured** pay or incur **clean-up costs** as the result of a **pollution incident**;
- B. notice of a civil or administrative proceeding by a governmental agency with responsibility for regulation of the environment seeking to compel the **insured** to pay or incur **clean-up costs** as the result of a **pollution incident**;
- C. written demand from another person or organization that the **insured** pay damages for **bodily injury** or **property damage** as the result of a **pollution incident**; or
- D. notice of a civil proceeding by another person or organization seeking to compel the **insured** to pay damages for **bodily injury**, **property damage** or **clean-up costs** as the result of a **pollution incident**, including:
 1. a lawsuit;
 2. an arbitration proceeding to which the **insured** must submit or does submit with our consent;

Definitions

Claim
(continued)

3. any other alternative dispute resolution proceeding to which the **insured** must submit or does submit with our consent; or
4. any other proceeding which the **insured** is ordered or obligated to attend.

Claim does not include any:

- request from any person or organization for information;
- notice of intent to reserve rights from any person or organization;
- notice of a **pollution incident** or of a potential **pollution incident** from any person or organization;
- notice of an event or circumstance which may lead to a **claim** from any person or organization; or
- oral or written communication from any government agency with responsibility for regulation of the environment, except as provided for in subparagraphs A. or B. above.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

Exclusions

Pollution, Except Hostile Fire

- A. With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**, other than as described in paragraph B. below.
- B. Paragraph A. above does not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**, if such **hostile fire** took place at a premises, site or location:
1. owned or occupied by or rented to the **insured**; or
 2. on which the **insured** is performing operations.
- C. With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:
1. demand, order, request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

Exclusions

Pollution, Except Hostile Fire
(continued)

2. claim or proceeding by or on behalf of any governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, clean-up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

As used in this endorsement, the following words or phrases have the special meanings described below.

Definitions

Hostile Fire

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**.

Waste

Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

Exclusions

*Construction Or
Development, Except
Maintenance Or
Renovation*

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any **construction or development**.

This exclusion applies regardless of:

- A. whether such operations or work are or were performed or completed:
 - 1. by you or on your behalf;
 - 2. for you;
 - 3. by or for others; or
 - 4. for sale to others; and
- B. when or where such operations or work are or were performed or completed.

This exclusion does not apply to routine **maintenance or renovation** operations.

As used in this endorsement, the following words or phrases have the special meanings described below.

Definitions

Construction Or Development

Construction or development means any:

- addition to any building or other structure;
- complete or partial construction or demolition or erection of any building or other structure;
or
- planning, site preparation, surveying or other construction or development of real property.

Maintenance Or Renovation

Maintenance or renovation:

- A. means:
 - 1. alteration or renovation operations; or
 - 2. maintenance or repair operations.
- B. does not include any structural alteration that involves changing the size of, or any demolishing or moving of any building or other structure.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

Exclusions

*Construction Or
Development Or
Maintenance Or
Renovation, Total*

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any **construction or development or maintenance or renovation**.

This exclusion applies regardless of:

- A. whether such operations or work are or were performed or completed:
 - 1. by you or on your behalf;
 - 2. for you;
 - 3. by or for others; or
 - 4. for sale to others; and
- B. when or where such operations or work are or were performed or completed.

As used in this endorsement, the following words or phrases have the special meanings described below.

Definitions

Construction Or Development

Construction or development means any:

- addition to any building or other structure;
- complete or partial construction, or demolition or erection of any building or other structure; or
- planning, site preparation, surveying or other construction or development of real property.

Maintenance Or Renovation

Maintenance or renovation:

- A. means:
 1. alteration or renovation operations; or
 2. maintenance or repair operations.
- B. does not include any structural alteration that involves changing the size of, or any demolishing or moving of any building or other structure.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

Exclusions

*Construction Or
Development, Except
Maintenance Or
Renovation Or
Scheduled Operations
Or Work*

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any **construction or development**.

This exclusion applies regardless of:

- A. whether such operations or work are or were performed or completed:
1. by you or on your behalf;
 2. for you;
 3. by or for others; or
 4. for sale to others; and
- B. when or where such operations or work are or were performed or completed.

This exclusion does not apply to:

- routine **maintenance or renovation** operations; or

Exclusions

Construction Or
Development, Except
Maintenance Or
Renovation Or
Scheduled Operations
Or Work
(continued)

- **construction or development** operations or work described in the Schedule.

Under the Condition titled Other Insurance, the following provision is added.

Conditions

Other Insurance, Excess

With respect to any **construction or development** operations or work or **maintenance or renovation** operations described in the Schedule, if valid and collectible **other insurance** is available to any **insured** or other qualifying interest (under this insurance) for any damages, loss, cost or expense we would otherwise cover under this insurance, then our obligations are limited as follows.

In such case:

- A. this insurance is excess over any **other insurance**, whether primary, excess, contingent or on any other basis:
 - 1. provided to any **insured** or other qualifying interest (under this insurance) by any person or organization working under contract or agreement with any **insured** or other qualifying interest (under this insurance).
 - 2. under which any **insured** or other qualifying interest (under this insurance) is included as an **insured** or other qualifying interest under such other insurance.
 - 3. that applies to any damages, loss, cost or expense regardless of whether such insurance is provided to any **insured** or other person or organization.
 - 4. including any applicable antecedent, renewal or replacement of any of the foregoing.
- B. we will have no duty to defend the **insured** against any **suit** if any provider of any **other insurance** has a duty to defend such **insured** against such **suit**. If no other insurer defends, then we will undertake to do so, but we will be entitled to the **insured**'s rights against all those other insurers.
- C. we will pay only our share of the amount of loss, if any, that exceeds the sum of the total amount that all **other insurance** would pay for any damages, loss, cost or expense in the absence of this insurance.

As used in this endorsement, the following words or phrases have the special meanings described below.

Definitions

Construction Or
Development

Construction or development means any:

- addition to any building or other structure;
- complete or partial construction or demolition or erection of any building or other structure;
or

Liability Insurance

Endorsement

Effective Date

Policy Number

Definitions

Construction Or Development (continued)

- planning, site preparation, surveying or other construction or development of real property.

Maintenance Or Renovation

Maintenance or renovation:

- A. means:
1. alteration or renovation operations; or
 2. maintenance or repair operations.
- B. does not include any structural alteration that involves changing the size of, or any demolishing or moving of any building or other structure.

Other Insurance

Other insurance:

- means any insurance or bond affording coverage that this insurance would also afford.
- includes any type of self-insurance or other mechanism arranged for funding of loss.
- does not include any insurance negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Schedule

Operations Or Work:

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

Under Coverage(s), the following provision is added.

Coverage

Limitation Of Coverage To Scheduled Premises Or Projects

With respect to all coverage(s) under this contract, this insurance applies only to:

- A. premises or projects described in the Schedule;
- B. premises that you newly acquire or that are first leased or rented to you during the policy period; or
- C. projects that you begin during the policy period;

including operations that are incidental and necessary to the conduct of your business at such premises or projects.

However, coverage under subparagraphs B. and C. above is afforded only for injury, damage or acts, to which this insurance applies, that did not happen later than:

- A.
 - 1. 90 days after you acquire or first lease or rent such premises; or
 - 2. 90 days after such project begins; or
- B. the end of the policy period;

whichever comes first, unless:

- you give us a written notice describing the premises or projects for which you are requesting an extension of coverage for an additional period;

Coverage

Limitation Of Coverage To Scheduled Premises Or Projects (continued)

- we agree to extend coverage for an additional period (up to the end of the policy period) in connection with such premises or project, in accordance with the terms, conditions and additional premiums determined by us; and
- you accept such terms and conditions and pay such premiums promptly on or before the due date.

Under Who Is An Insured, the provision titled Subsidiary Or Newly acquired Or Formed Organizations is deleted and replaced by the following.

Who Is An Insured

Subsidiary Or Newly Acquired Or Formed Organizations

- A subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a named **insured**.
- A subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization will qualify as a named **insured**.

However, coverage under this provision is afforded only for injury, damage or acts, to which this insurance applies, that did not happen later than:

- 90 days after such acquisition or formation is executed; or
- the end of the policy period;

whichever comes first, unless:

- you give us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
 - we agree to issue an endorsement to extend coverage for an additional period (up to the end of the policy period) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by us; and
 - you accept such terms and conditions and pay such premiums promptly on or before the due date.
- C. Coverage under paragraphs A. and B. above applies only if there is no other insurance available.

Liability Insurance

Endorsement

Effective Date

Policy Number

Liability Endorsement *(continued)*

Schedule

All other terms and conditions remain unchanged.

Authorized Representative

SERFF Tracking Number: CHUB-125753705 *State:* Arkansas
First Filing Company: Federal Insurance Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: 08-CMQ-8-F
TOI: 05.2 Commercial Multi-Peril - Liability Portion *Sub-TOI:* 05.2003 Commercial Package
Only
Product Name: CUSTOMARQ - Endorsements
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CHUB-125753705 State: Arkansas
First Filing Company: Federal Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: 08-CMQ-8-F
TOI: 05.2 Commercial Multi-Peril - Liability Portion Sub-TOI: 05.2003 Commercial Package
Only
Product Name: CUSTOMARQ - Endorsements
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 08/06/2008

Comments:

Attachments:

ARtransF.pdf
NAIC Form Filing Schedule.pdf

Satisfied -Name: Side-by-Sides **Review Status:** Approved 08/06/2008

Comments:

Please see side-by-sides for forms 80-02-2324 & 80-02-2445

Attachments:

80-02-2324_Rev0401-Rev1106 side-by-side.pdf
80-02-2445_Ed0798-Rev0406_side-by-side.pdf

Satisfied -Name: Explanatory Memo **Review Status:** Approved 08/06/2008

Comments:

Attachment:

Forms EM.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 #				
Chubb Group of Insurance Companies	038				
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	
Federal Insurance Company	Indiana	20281	13-1963496		
Vigilant Insurance Company	New York	20397	13-1963495		
Great Northern Insurance Company	Minnesota	20303	41-0729473		
Pacific Indemnity Company	Wisconsin	20346	95-1078160		
5. Company Tracking Number	08-CMQ-8-F				
Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]					
6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jane G. Gutman 202 Hall's Mill Rd P.O. Box 1650 Whitehouse Station, NJ 08889-1650	Manager, Specialty Lines Division	908-572-4422	908-572-4820	jgutman@chubb.com
7.	Signature of authorized filer		<i>Jane G. Gutman</i>		
8.	Please print name of authorized filer		Jane G. Gutman		
Filing information (see General Instructions for descriptions of these fields)					
9.	Type of Insurance (TOI)		05.0 Comm'l Multi-Peril		
10.	Sub-Type of Insurance (Sub-TOI)				
11.	State Specific Product code(s) (if applicable)[See State Specific Requirements]				
12.	Company Program Title (Marketing title)		CMQ-GL		
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: March 1, 2009 Renewal: March 1, 2009		
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		August 5, 2008		
19.	Status of filing in domicile		<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved		

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	08-CMQ-8-F
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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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Enclosed for filing are various endorsements for use with our filed and approved Customarq product. Also enclosed, to facilitate you in your review is a Forms Explanatory Memorandum which provides a brief description of each form.

Your approval would be appreciated effective March 1, 2009. However, it is possible that internal considerations may force us to delay the implementation of this filing. If this becomes necessary, we will provide you with the proper documentation to amend the implementation date.

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 #: Fee submitted via EFT
Amount: \$50.00

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #		08-CMQ-8-F		
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
01	Non-Accumulation Of Limits Of Insurance	80-02-2324 Rev. 11-06	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	80-02-2324 Rev. 4-01	
02	Exclusion – Tobacco	80-02-2445 Rev. 4-06	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	80-02-2445 Ed. 7-98	
03	Exclusion – Various – PCO	80-02-6557 Ed. 8-05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Exclusion – Pollution, Limited – PCO	80-02-6567 Ed. 8-05	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Exclusion – Exterior Insulation And Finish Systems	80-02-6587 Ed. 4-06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Composite Rate	80-02-6588 Ed. 3-06	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Pollution Liability Insurance – Definition Of Claim	80-02-8207 Ed. 7-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Exclusion – Pollution, Except Hostile Fire	80-02-8209 Ed. 10-07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Exclusion – Construction Or Development Except Maintenance Or Renovation	80-02-8211 Ed. 2-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Exclusion – Construction Or Development Or Maintenance Or Renovation, Total	80-02-8212 Ed. 2-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Exclusion – Construction/Development Except Scheduled Operations Or Work	80-02-8213 Ed. 2-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Limitation Of Coverage To Scheduled Premises Or Projects	80-02-8214 Ed. 2-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

Under Limits Of Insurance, the following provision is added:

Limits Of Insurance

**Non Accumulation Of
Limits Of Insurance**

This policy is one of several policies issued by us or other member insurers of the Chubb Group of Insurance Companies to you, and/or your subsidiary companies, to conform with various state jurisdictional requirements. It is agreed that any claim or suit which could be covered under two or more of these policies will be covered under only the policy with the highest limit of insurance available or, if the limits are the same, under only one of the policies. Regardless of the number of claims or suits, the number of policies, or the number of additional insureds which could be involved, the combined total annual aggregate limits of liability under all such policies to which this endorsement is attached will not exceed the aggregates stated below for any one policy year:

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

The following provision is added to this policy and replaces any similar provision contained therein.

**Non-Accumulation Of
Limits Of Insurance**

If this insurance contract is one of several insurance contracts issued by us or other member companies of the Chubb Group of Insurance Companies to you, or your subsidiary organizations, then any damages, loss, cost or expense that could be covered under two or more contracts will be subject to the limits of insurance under the contract with the highest applicable limit of insurance or, if the limits are the same, under the limits of insurance of one contract.

All other terms and conditions remain unchanged.

Authorized Representative

Limits Of Insurance

**Non Accumulation Of
Limits Of Insurance**
(continued)

General Aggregate Limit

Products-Completed Operations Aggregate Limit

Advertising Injury And Personal Injury Aggregate Limit

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

**Non-Accumulation Of
Limits Of Insurance**

The following provision is added to this policy and replaces any similar provision contained therein.

If this insurance contract is one of several insurance contracts issued by us or other member companies of the CNA Group of Insurance Companies to you, or your subsidiary organizations, then any damage, loss, cost of expense that could be covered under two or more contracts will be subject to the limits of insurance under the contract with the highest applicable limit of insurance or, if the limits are the same, under the limits of insurance of one contract.

All other terms and conditions remain unchanged.

Authorized Representative

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

Under Policy Exclusions, the following exclusion is added:

Policy Exclusions

Tobacco

This insurance does not apply to:

any liability arising out of the actual or alleged emergence, contraction, aggravation or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition, arteriosclerosis, heart disease or any other injury, sickness, disease, or condition of the human body as a result of the consumption or use of or exposure to the consumption or use of any tobacco products manufactured, sold, handled or distributed by, for, or on behalf of the Named Insured.

the investigation or defense of any claim made, suit brought, or proceeding instituted against any Insured; any cost, fine or penalty; or any other expenses for loss related to any of the above.

It is agreed that, with respect to this endorsement, the term "tobacco products" shall include:

- raw or cured tobacco;
- cigars;
- cigar wrappers;
- cigar filters;
- pipe tobacco;

Liability Insurance

Endorsement

Policy Period

Effective Date

Policy Number

Insured

Name of Company

Date Issued

This Endorsement applies to the following forms:

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damage, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

**Exclusion
Endorsement**

Tobacco

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:

A. actual, alleged or threatened:

1. contaminative, pathogenic, toxic or other hazardous properties of; or
2. defect, deficiency, inadequacy or dangerous condition in;

any tobacco or tobacco-related product.

B.

1. request, demand, order or regulatory or statutory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any tobacco or tobacco-related product; or

Policy Exclusions

Tobacco
(continued)

- snuff or chewing tobacco;
- smokeless tobacco products;
- cigarettes;
- cigarette paper;
- cigarette filters;
- tobacco smoke or other gaseous or solid residues or by-products of tobacco use or consumption; or
- any chemical, mineral or other products sprayed on, applied to or customarily found within or used in conjunction with any tobacco product.

All other terms and conditions remain unchanged.

Authorized Representative _____

**Exclusion
Endorsement**

Tobacco
(continued)

2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any tobacco or tobacco-related product.

The following definition is added to this policy and replaces any similar definition contained therein.

Definition

Tobacco Or Tobacco-Related Product

Tobacco or tobacco-related product means any:

- plant of the genus *nicotiana* (herein referred to as "tobacco") by whatever name known, including its presence or use in a pipe or cigarette or in chewing or smoking or as snuff;
- chemical, mineral or other material, good or product applied to, found within, sprayed on or used in connection with tobacco;
- filter, paper, pipe, wrapper or any other tobacco-related accessory;
- tobacco cessation good, product, service, advice or instruction; or
- smoke or other solid, liquid, gaseous or thermal by-product or residue of tobacco or in connection with any of the foregoing.

All other terms and conditions remain unchanged.

Authorized Representative _____

Form Explanatory Memorandum

We are submitting the following new or revised Endorsements for use with our filed and approved Customarq product.

Where possible, we have described the changes to include the impact the change has on the scope of the provision or the scope of insurance provided. However, because it is impossible to anticipate every possible loss scenario that could implicate a change we have made, some changes can have a variety of effects (depending on the type of loss) and do not lend themselves to such a description. In those cases, we have simply described the change. We refer you to the applicable language of the provision in question for additional information. We also specify what provisions are new (both those that are included in a contract and those which are added by endorsement) and summarize the content of the new item.

Please keep in mind that Declarations are used to provide variable, risk specific data required by the contracts and endorsements to which they are attached. Standing alone, Declarations do not grant insurance coverage and do not impose rights and duties on either the insurer or the policyholder. As such, the changes we have made to the Declarations do not, in of themselves, change the scope of insurance. Rather, they are designed to add, remove, increase or decrease specific automatic limits of insurance and/or automatic deductibles; support the inclusion of other variable data; or track changes made to the contracts and/or endorsements to which the Declarations apply. Refer to the description of each such change for details.

The following generic endorsements are available for use on all Customarq policies.

80-02-2324 (Rev. 11-06) – Endorsement – Non-Accumulation Of Limits Of Insurance

This endorsement adds a Non-Accumulation Of Limits provision.

80-02-2445 (Rev. 4-06) – Endorsement – Exclusion – Tobacco

This endorsement excludes damages, loss, cost or expense arising out of any hazardous properties or dangerous condition in tobacco or tobacco related products.

80-02-6587 (Ed. 4-06) – Endorsement – Exclusion – Exterior Insulation And Finish Systems

This endorsement excludes damages, loss, cost or expense arising out of exterior insulation and finish systems.

80-02-6588 (Ed. 3-06) – Endorsement – Composite Rate

This endorsement is used when the liability premium will be computed on a composite basis.

80-02-8207 (Ed. 7-07) – Endorsement – Pollution Liability Insurance – Definition Of Claim

This endorsement revises the definition of claim resulting from a pollution incident.

80-02-8209 (Ed. 10-07) – Endorsement – Exclusion – Pollution, Except Hostile Fire

This endorsement excludes damages, loss, cost or expense arising out of Pollution except bodily Injury or property damage resulting from a hostile fire.

80-02-8211 (Ed. 2-08) – Exclusion – Construction Or Development Except Maintenance Or Renovation

This endorsement excludes damages, loss, cost or expense arising out of construction or development operations or work except for maintenance or renovation.

80-02-8212 (Ed. 2-08) – Exclusion – Construction Or Development Or Maintenance Or Renovation, Total

This endorsement excludes damages, loss, cost or expense arising out of construction or development operations or work and maintenance or renovations operations.

80-02-8213 (Ed. 2-08) – Exclusion – Construction/Development Except Scheduled Operations Or Work

This endorsement excludes damages, loss, cost or expense arising out of construction or development operations from the contract except for routine maintenance work or construction or development operations or work as described in the schedule.

80-02-8214 (Ed. 2-08) – Limitation Of Coverage To Scheduled Premises Or Projects

This endorsement is used to limit coverage to scheduled premises or projects.

The following endorsements are available for use on all Customary PCO policies.

80-02-6557 (Ed. 8-05) – Endorsement – Exclusion – Various - PCO

This endorsement excludes damages, loss, cost or expense arising out of Aircraft, Autos Or Watercraft, Employment-Related Practices, Intellectual Property Laws Or Rights, Mobile Equipment Transportation. This form is applicable only to the Products Completed Operations contracts.

80-02-6567 (Ed. 8-05) – Endorsement – Exclusion – Pollution, Limited – PCO

This endorsement excludes damages, loss, cost or expense arising out of Pollution except bodily Injury or property damage resulting from a hostile fire. This form is applicable only to the Products Completed Operations contracts.

Please be advised that we are working to add the endorsements to our internal policy issuance system. Once this is finalized, the final endorsements may be formatted differently due to system constraints. However, the language and punctuation will be the same. We hereby inform you, we will not refile the system generated endorsements unless otherwise requested in response to this filing.

THIS EXPLANATORY MEMORANDUM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT MODIFY, LIMIT OR ENLARGE POLICY PROVISIONS AND MAY NOT DESCRIBE EVERY CHANGE. THE BEST EXPLANATION OF THE INSURANCE PROVIDED IS OBTAINED BY CONSULTING THE LANGUAGE OF THE ISSUED POLICIES. WHETHER OR NOT A PARTICULAR LOSS IS COVERED CAN ONLY BE DETERMINED AT THE TIME OF LOSS BY APPLYING ALL OF THE POLICY PROVISIONS TO THE FACTS AND CIRCUMSTANCES OF THE CLAIM. THE ACTUAL RIGHTS AND RESPONSIBILITIES OF THE INDIVIDUAL MEMBER INSURERS OF THE CHUBB GROUP OF INSURANCE COMPANIES AND THE INSURED ARE CONTAINED IN THE TERMS AND CONDITIONS OF THE ISSUED POLICIES.