

SERFF Tracking Number: GRTA-125577636 State: Arkansas
First Filing Company: Great American Alliance Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: GL-AR-0308-CHEM
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: Chemical Drift Liability
Project Name/Number: /GL-AR-0803-CHEM

Filing at a Glance

Companies: Great American Alliance Insurance Company, Great American Assurance Company, Great American Insurance Company, Great American Insurance Company of New York

Product Name: Chemical Drift Liability SERFF Tr Num: GRTA-125577636 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: GL-AR-0308-CHEM State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
Author: Kelli Morress Disposition Date: 08/12/2008
Date Submitted: 07/23/2008 Disposition Status: Approved

Effective Date Requested (New): 08/25/2008 Effective Date (New):
Effective Date Requested (Renewal): 08/25/2008 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
Project Number: GL-AR-0803-CHEM Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 08/12/2008 Deemer Date:
State Status Changed: 08/12/2008
Corresponding Filing Tracking Number:
Filing Description:
INTRODUCTION OF OUR CHEMICAL DRIFT LIABILITY COVERAGE, FORMS RATES AND RULES.

Company and Contact

Filing Contact Information

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Kelli Morress, Sr. State Filing Technician kmorress@gaic.com
 49 East 4th street (513) 333-6958 [Phone]
 Cincinnati, OH 45202 (513) 333-6996[FAX]

Filing Company Information

Great American Alliance Insurance Company	CoCode: 26832	State of Domicile: Ohio
580 Walnut Street	Group Code: 84	Company Type: P&C
Cincinnati, OH 45202	Group Name:	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 95-1542353	

Great American Assurance Company	CoCode: 26344	State of Domicile: Ohio
580 Walnut Street	Group Code: 84	Company Type: P&C
Cincinnati, OH 45202	Group Name:	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 15-6020948	

Great American Insurance Company	CoCode: 16691	State of Domicile: Ohio
580 Walnut Street	Group Code: 84	Company Type: P&C
Cincinnati, OH 45202	Group Name:	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 31-0501234	

Great American Insurance Company of New York	CoCode: 22136	State of Domicile: New York
580 Walnut Street	Group Code: 84	Company Type: P&C
Cincinnati, OH 45202	Group Name:	State ID Number:
(513) 369-5000 ext. [Phone]	FEIN Number: 13-5539046	

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Alliance Insurance Company	\$50.00	07/23/2008	21552700
Great American Assurance Company	\$0.00	07/23/2008	
Great American Insurance Company	\$0.00	07/23/2008	
Great American Insurance Company of New York	\$0.00	07/23/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/12/2008	08/12/2008

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Disposition

Disposition Date: 08/12/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Chemical Drift Liability Coverage Part Declarations	Approved	Yes
Form	Chemical Drift Liability Coverage Form	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Chemical Drift Liability Coverage Part Declarations	CG 84 09	01/08	Declaration New s/Schedule		0.00	chem cg 84 09.PDF
Approved	Chemical Drift Liability Coverage Form	CG 82 68	01/08	Policy/CoveNew rage Form		0.00	chem cg 82 68.PDF



Administrative Offices
 580 Walnut Street
 Cincinnati, Ohio 45202
 Tel: 1-513-369-5000

CG 84 09 (Ed. 01 08)

Policy No. -

**CHEMICAL DRIFT LIABILITY COVERAGE PART
 DECLARATIONS PAGE**

NAMED INSURED:	POLICY PERIOD: to
-----------------------	-----------------------------

LIMITS OF INSURANCE:
 Aggregate Limit \$

FORM OF BUSINESS:

TOTAL PREMIUM: \$

PROPERTY DAMAGE ONLY Y/N

BODILY INJURY & PROPERTY DAMAGE Y/N

SCHEDULE OF LOCATIONS:

FORMS AND ENDORSEMENTS Applicable to this Coverage Part and made a part of this Policy at the time of issue are listed on the attached Forms and Endorsements Schedule CG 88 01 (11/85).



Administrative Offices
580 Walnut Street
Cincinnati, Ohio 45202
Tel: 1-513-369-5000

CG 82 68
(Ed. 01 08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHEMICAL DRIFT LIABILITY COVERAGE FORM

Coverage A. Chemical Drift Liability Coverage

1. Insuring Agreement

a. We will pay those sums that the Insured becomes legally obligated to pay as damages for "bodily injury" or "property damage" arising out of:

(1) chemicals, liquids or gases that the Insured has used in normal and usual agricultural operations that are released into the air because of a discharge, dispersal or escape from the Insured location; and

(2) the chemicals, liquids or gases entered into the air by some means other than discharge, dispersal, release or escape from aircraft.

This coverage applies only to "bodily injury" or "property damage" that is caused by an "occurrence," takes place during the policy period, and within the "Coverage Territory."

b. We will have the right and duty to defend any "suit" seeking damages for covered "bodily injury" or "property damage." However, we have no duty to defend any insured against a "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) the amount we will pay for damages is limited as described below in 3., **Aggregate Limit of Insurance**; and

(2) our right and duty to defend ends when we have used up the applicable **Aggregate Limit of Insurance** for

Chemical Drift Liability Coverage in the payment of judgments or settlements.

c. As used in this Coverage D., the term "suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged.

"Suit" includes:

(1) an arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

(2) any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

d. No other obligation or liability to pay sums or perform acts or services is covered unless provided for under the **4. Supplementary Payments**.

e. For the purpose of this Insuring Agreement, insured location means any premises you own, rent or operate as a farm, vineyard, or winery.

2. Exclusions

Chemical Drift Liability under this Coverage D. does not apply to:

a. Any loss, cost, expense or damages arising out of any:

(1) request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way re-

spond to or assess the effects of "pollutants" or any chemicals, liquids or gases; or

- (2) claim or "suit" relating to a testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants" or any chemicals, liquids or gases;
- b. "bodily injury" or "property damage" arising out of agricultural operations which are in violation of an ordinance or law;
- c. "bodily injury" or "property damage" expected or intended from the standpoint of the Insured;
- d. "bodily injury or "property damage" for which the Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability, for damages

(1) assumed in a contract or agreement that is an "insured contract," provided the loss or damage occurs subsequent to the execution of the contract or agreement; or

(2) that the Insured would have in the absence of the contract or agreement.

As used in this Coverage A. **Chemical Drift Liability**, "insured contract" means that part of a contract or agreement pertaining to your "farming" operations (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay a third person or organization for "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;

- e. "property damage" to property you own, rent or borrow;
- f. "bodily injury" to an insured;

g. "property damage" to "your work," arising out of it or any part of it and included in the "products-completed operations hazard";

h. "property damage" to real or personal property in your care, custody or control;

i. "bodily injury" arising out of, or which would not have occurred in whole or in part but for, the actual, alleged or threatened contamination by "pollutants" or any chemicals, liquids or gases, of any natural or man-made watercourse, body of running or stagnant water, whether above or below ground, any well, spring, groundwater, aquifer or any reservoir or other water storage facility, tank or receptacle of any kind, anywhere, at any time, under any circumstances;

j. "bodily injury" or "property damage" for any indirect or consequential damages, such as loss of any time of market for crops or animals, or of any use of soil or animals;

k. "bodily injury" or "property damage" to farm labor contractors, or their employees.

3. **Aggregate Limit of Insurance for Chemical Drift Liability:**

a. Our total liability for Coverage A. **Chemical Drift Liability** is the Aggregate Limit of Insurance stated on the Declarations Page.

b. The stated Aggregate Limit of Insurance applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance.

c. Therefore, the stated Aggregate Limit of Insurance is the most we will pay for the applicable period of time as described in b. above, regardless of the number of:

- (1) "occurrences";
- (2) insureds;
- (3) claims made or "suits" brought; or
- (4) persons or organizations making claims or bringing "suits."

4. Supplementary Payments

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 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.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All costs taxed against the Insured in the "suit."
 - f. Prejudgment interest awarded against the Insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre judgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will reduce the Limits of Insurance.

2. If we defend an insured against a "suit" and an indemnitee of the Insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:

- a. the "suit" against the indemnitee seeks damages for which the Insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. this insurance applies to such liability assumed by the Insured;
- c. the obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Insured in the same "insured contract";
- d. the allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
- e. the indemnitee and the Insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the Insured and the indemnitee; and
- f. The indemnitee:
 - (1) agrees in writing to:
 - (a) cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) notify any other insurer whose coverage is available to the indemnitee; and
 - (d) cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) provides us with written authorization to:

(a) obtain records and other information related to the "suit"; and

(b) conduct and control the defense of the indemnitee in such "suit"

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. we have used up the applicable Limit of Insurance in the payment of judgments or settlements; or
- b. the conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

5. The following Conditions to Coverage A. Chemical Drift Liability Coverage.

1. Bankruptcy

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties in the Event of Occurrence, Offense, Claim or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) how, when and where the "occurrence" or offense took place;

(2) the names and addresses of any injured persons and witnesses; and

(3) 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 any insured, you must:

(1) immediately record the specifics of the claim or "suit" and the date received; and

(2) notify us as soon as practicable.

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

c. You and any other involved insured must:

(1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) authorize us to obtain records and other information;

(3) cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that Insured's own cost, voluntarily make a payment assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action against Us

No person or organization has a right under this Coverage Part:

- a. to join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. to sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible 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 paragraph 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 paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis.

- (i) that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

- (ii) that is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (iii) 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

- (iv) 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.

- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement

- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the Insured against any "suit" if any other insurer has a duty to defend the Insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other insurers.

- (3) 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:

- (a) the total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) the total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** Provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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 insurer 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, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable Limits of Insurance of all insurers.

6. Representations

By accepting this Policy, you agree:

- a. the statements in the Declarations are accurate and complete;
- b. those statements are based upon representations you made to us; and
- c. we have issued this Policy in reliance upon your representations.

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. as if each named insured were the only named insured; and
- b. separately to each insured against whom claim is made or "suit" is brought

8. Transfer of Rights of Recovery against Others to Us

If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

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

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

6. Definitions

- a. "**Bodily injury**" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- b. "**Occurrence**" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- c. "**Coverage territory**" means:
 - (1) the United States of America (including its territories and possessions), Puerto Rico and Canada;
 - (2) international waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in paragraph a. above; or
 - (3) all other parts of the world if the injury or damage arises out of:
 - (a) goods or products made or sold by you in the territory described in paragraph a. above;

(b) the activities of a person whose home is in the territory described in paragraph a. above, but is away for a short time on your business; or

(c) "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in paragraph a. above or in a settlement we agree to.

d. "Pollutants" mean 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.

e. "Property damage" means:

(1) physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

(2) loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

f. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

(1) an arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or

(2) any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent

g. "Your work":

(1) Means:

(a) work or operations performed by you or on your behalf; and

(b) materials, parts or equipment furnished in connection with such work or operations.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 08/12/2008

Comments:

Attachment:

gl ar chem pcd1.PDF

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 08/12/2008

Comments:

Attachment:

EXPLANATORY MEMORANDUM.pdf

Satisfied -Name: Cover Letter **Review Status:** Approved 08/12/2008

Comments:

Attachment:

gl ar chem cover letter.PDF

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name Great American Insurance Group	Group NAIC # 084
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4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Great American Insurance Company	OH	16691	31-0501234	
Great American Insurance Company of New York	NY	22136	13-5539046	
Great American Assurance Company	OH	26344	15-6020948	
Great American Alliance Insurance	OH	26832	95-1542353	

5. Company Tracking Number	GL-AR-0803-CHEM
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Kelli Morress	Product Technician	513.333.6958	513.333.6996	kmorress@gaic.com

7. Signature of authorized filer	<i>Kelli Morress</i>
8. Please print name of authorized filer	Kelli Morress

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

9. Type of Insurance (TOI)	17.0001
10. Sub-Type of Insurance (Sub-TOI)	17.0001
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: August 25, 2008 Renewal: August 25, 2008

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)		
17.	Reference Organization # & Title		
18.	Company's Date of Filing	July 24, 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

20.	This filing transmittal is part of Company Tracking #	GL-AR-0803-CHEM
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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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Great American Insurance Group, consisting of the aforementioned companies hereby submits for your approval our Chemical Drift Liability Coverage form. You will find the explanatory memorandum and all the necessary components required for this filing.

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 #:
Amount:

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

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

EXPLANATORY MEMORANDUM

CHEMICAL DRIFT COVERAGE FORM ENDORSEMENT

The purpose of this filing is to introduce our Chemical Drift Liability coverage forms, rates and rule.

New coverage forms:

CG 84 09 (Ed. 01/08) – Chemical Drift Coverage Part Declarations Page

This is a new declarations page to identify the limit of insurance to be provided and the coverage that applies. It also identifies the policy period.

CG 82 68 (Ed. 01/08) – Chemical Drift Liability Coverage Form

This endorsement is to introduce Chemical Drift Coverage. We will pay those sums the insured becomes legally obligated to pay for “bodily injury” or “property damage” arising out of chemical, liquid, and/or gas released into the air because of discharge dispersal or escape from the insured location or aircraft as limited by the identified exclusions. Coverage applies in the coverage territory, caused by an occurrence, and that takes place during the policy period.

