

SERFF Tracking Number: PENN-125682908 State: Arkansas  
Filing Company: Diamond State Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: DS-2008-GL-F-102  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability Forms Filing  
Project Name/Number: /DS-2008-GL-F-102

## Filing at a Glance

Company: Diamond State Insurance Company

Product Name: Commercial General Liability SERFF Tr Num: PENN-125682908 State: Arkansas

Forms Filing

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: DS-2008-GL-F-102 State Status: Fees verified and received

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

Author: Kathleen Reed Disposition Date: 08/26/2008

Date Submitted: 07/17/2008 Disposition Status: Approved

Effective Date Requested (New): 09/01/2008 Effective Date (New):

Effective Date Requested (Renewal): 09/01/2008 Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Status of Filing in Domicile: Pending

Project Number: DS-2008-GL-F-102 Domicile Status Comments:

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 08/26/2008

State Status Changed: 08/26/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Diamond State Insurance Company is submitting for your review and approval, the enclosed new and revised commercial general liability forms.

The original forms have been revised to be consistent with ISO wording changes made since they were originally filed. Thus, these changes are not substantive in nature.

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New forms are also being submitted for your approval.

A corresponding rules filing will be made in conjunction with this filing.

## Company and Contact

### Filing Contact Information

Kathleen Reed, State Filings Analyst kreed@unitednat.com  
 Three Bala Plaza, East (610) 660-5430 [Phone]  
 Bala Cynwyd, PA 19004 (610) 668-3399[FAX]

### Filing Company Information

Diamond State Insurance Company CoCode: 42048 State of Domicile: Indiana  
 Three Bala Plaza, East Group Code: 920 Company Type:  
 Suite 300  
 Bala Cynwyd, PA 19004 Group Name: State ID Number:  
 (610) 660-6825 ext. [Phone] FEIN Number: 51-0257823  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Diamond State Insurance Company	\$50.00	07/17/2008	21468906

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/26/2008	08/26/2008

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## Disposition

Disposition Date: 08/26/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	COMMERCIAL GENERAL LIABILITY - ARKANSAS - FORMS FILING - FILING NUMBER: DS-2008-GL-F-102	Approved	Yes
Form	PRE-EXISTING DAMAGES EXCLUSION	Approved	Yes
Form	ASSAULT OR BATTERY EXCLUSION	Approved	Yes
Form	PARTICIPANTS AND CONTESTANTS EXCLUSION	Approved	Yes
Form	ABUSE OR MOLESTATION EXCLUSION	Approved	Yes
Form	SEXUAL OR PHYSICAL ABUSE LIMITS OF INSURANCE (SUPPLEMENTARY PAYMENTS WITHIN LIMITS)	Approved	Yes
Form	ASBESTOS AND SILICA EXCLUSION	Approved	Yes
Form	EXCLUSION-SUB-CONTRACTED OPERATIONS	Approved	Yes
Form	SUBSIDENCE EXCLUSION	Approved	Yes
Form	TEMPORARY EMPLOYMENT AGENCIES EXCLUSION	Approved	Yes
Form	FIREARMS AND OTHER WEAPONS EXCLUSION	Approved	Yes
Form	DISEASE EXCLUSION	Approved	Yes
Form	HERBICIDE OR PESTICIDE APPLICATIONS EXCLUSION	Approved	Yes
Form	LEAD LIABILITY EXCLUSION	Approved	Yes
Form	EMPLOYED PHYSICIANS EXCLUSION	Approved	Yes
Form	ADVERTISING INJURY EXCLUSION	Approved	Yes
Form	INDEPENDENT CONTRACTORS EXCLUSION	Approved	Yes
Form	LIMITATION-INDEPENDENT CONTRACTORS-SPECIFIED LIMITS	Approved	Yes
Form	HIRED AUTO AND NON-OWNED AUTO LIABILITY	Approved	Yes
Form	INDOOR AIR QUALITY EXCLUSION	Approved	Yes

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<b>Form</b>	EMPLOYEES OF INDEPENDENT CONTRACTORS EXCLUSION	Approved	Yes
<b>Form</b>	TREE STAND CONDITIONAL EXCLUSION	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	PRE-EXISTING DAMAGES EXCLUSION	EPA-1321	(01/2008)	Endorsement/Amendment/Conditions	New		COMM. GEN. LIAB. - SL-FORMS - NEW - FORM EPA-1321 - PRE EXISTING DAM. EXC..pdf
Approved	ASSAULT OR BATTERY EXCLUSION	EPA-1324	(05/2008)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 Previous Filing #: 98-1GL-061	EPA 1324.pdf
Approved	PARTICIPANTS AND CONTESTANTS EXCLUSION	EPA-1327	(02/2008)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 Previous Filing #: 98-1GL-061	EPA 1327.pdf
Approved	ABUSE OR MOLESTATION EXCLUSION	EPA-1328	(04/2008)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 Previous Filing #: 98-1GL-061	EPA 1328.pdf
Approved	SEXUAL OR PHYSICAL ABUSE LIMITS OF INSURANCE (SUPPLEMENTARY PAYMENTS WITHIN LIMITS)	EPA-1329	(02/2008)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 Previous Filing #: 98-1GL-061	EPA 1329.pdf
Approved	ASBESTOS AND SILICA EXCLUSION	EPA-1323	(01/2008)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 Previous Filing #: 98-1GL-061	EPA 1323.pdf
Approved	EXCLUSION-	EPA-1330	(02/2008)	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00	EPA

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	SUB- CONTRACTED OPERATIONS		nt/Amendm ent/Condi ons	1330.pdf
Approved	SUBSIDENCE EXCLUSION	EPA-1331 (02/2008)	Endorseme Replaced nt/Amendm ent/Condi ons	Previous Filing #: 98-1GL-061 Replaced Form #:0.00 EPA 1331.pdf
Approved	TEMPORARY EMPLOYMENT AGENCIES EXCLUSION	EPA-1332 (02/2008)	Endorseme Replaced nt/Amendm ent/Condi ons	Previous Filing #: 98-1GL-061 Replaced Form #:0.00 EPA 1332.pdf
Approved	FIREARMS AND OTHER WEAPONS EXCLUSION	EPA-1333 (02/2008)	Endorseme Replaced nt/Amendm ent/Condi ons	Previous Filing #: 98-1GL-061 Replaced Form #:0.00 EPA 1333.pdf
Approved	DISEASE EXCLUSION	EPA-1322 (01/2008)	Endorseme Replaced nt/Amendm ent/Condi ons	Previous Filing #: 98-1GL-061 Replaced Form #:0.00 EPA 1322.pdf
Approved	HERBICIDE OR PESTICIDE APPLICATIONS EXCLUSION	EPA-1334 (02/2008)	Endorseme Replaced nt/Amendm ent/Condi ons	Previous Filing #: 98-1GL-061 Replaced Form #:0.00 EPA 1334.pdf
Approved	LEAD LIABILITY EXCLUSION	EPA-1335 (03/2008)	Endorseme Replaced nt/Amendm ent/Condi ons	Previous Filing #: 98-1GL-061 Replaced Form #:0.00 EPA 1335.pdf
Approved	EMPLOYED PHYSICIANS EXCLUSION	EPA-1336 (02/2008)	Endorseme Replaced nt/Amendm ent/Condi ons	Previous Filing #: 98-1GL-061 Replaced Form #:0.00 EPA 1336.pdf
Approved	ADVERTISING INJURY EXCLUSION	EPA-1337 (05/2008)	Endorseme Replaced nt/Amendm ent/Condi ons	Previous Filing #: 98-1GL-061 Replaced Form #:0.00 EPA 1337.pdf
Approved	INDEPENDENT CONTRACTORS EXCLUSION	EPA-1338 (05/2008)	Endorseme Replaced nt/Amendm ent/Condi	Previous Filing #: Replaced Form #:0.00 EPA 1338.pdf

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			ons	98-1GL-061	
Approved	LIMITATION- INDEPENDENT CONTRACTORS -SPECIFIED LIMITS	EPA-1339 (05/2008)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00  Previous Filing #: 98-1GL-061	EPA 1339.pdf
Approved	HIRED AUTO AND NON- OWNED AUTO LIABILITY	EPA-225 (05/2008)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00  Previous Filing #: 98-1GL-061	EPA 225.pdf
Approved	INDOOR AIR QUALITY EXCLUSION	EPA-1250 (02/2008)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00  Previous Filing #: 98-1GL-061	EPA 1250.pdf
Approved	EMPLOYEES OF INDEPENDENT CONTRACTORS EXCLUSION	EPA-1354 (05/2008)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00  Previous Filing #: 98-1GL-061	EPA 1354.pdf
Approved	TREE STAND CONDITIONAL EXCLUSION	EPA-1355 (02/2008)	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00  Previous Filing #: 98-1GL-061	EPA 1355.pdf



(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective on        at 12:01 A.M. standard time, forms a part of**

**Policy No.:**

**Issued To:**

**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRE-EXISTING DAMAGES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which began prior to the inception date of this policy, and which is alleged to continue into the policy period.

This exclusion applies whether or not:

1. The damage or its cause was known to any insured before the inception date of the policy;
2. Repeated or continued exposure to conditions causing such "bodily injury", "property damage" or "personal and advertising injury" occurred during the policy period or caused additional or progressive "bodily injury", "property damage" or "personal and advertising injury" during the policy period; or
3. The insured's legal obligation to pay damages was established as of the inception date of this policy.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective on            at 12:01 A.M. standard time, forms a part of**

**Policy No.:**

**Issued To:**

**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ASSAULT OR BATTERY EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising in whole or in part out of:
  - a. the actual or threatened assault or battery whether caused by or at the instigation or direction of any insured, its "employees", patrons or any other person;
  - b. the failure of any insured or anyone else for whom any insured is legally responsible to prevent or suppress assault or battery; or
  - c. the negligent:
    - (1) employment;
    - (2) investigation;
    - (3) supervision;
    - (4) training; or
    - (5) retentionof a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (a) or (b) above.
2. For the purpose of this endorsement, the words "assault or battery" are intended to include, but are not limited to, sexual assault.
3. Subparagraph a. of 2. Exclusions of COVERAGE A (SECTION I) is deleted and replaced by the following:
  - a. "Bodily injury" or "property damage" expected or intended from the standpoint of any insured.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective** \_\_\_\_\_ **at 12:01 a.m. standard time, forms a part of**

**Policy #:**

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**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**PARTICIPANTS AND CONTESTANTS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" sustained by any person while practicing for, participating in or associated with any contest, exhibition or event sponsored, promoted or endorsed by you.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective** \_\_\_\_\_ **at 12:01 a.m. standard time, forms a part of**

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**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

### **ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part:

1. The actual or threatened physical or sexual abuse or molestation or licentious, immoral or sexual behavior intended to lead to or culminating in any sexual act of or by any person while in the care, custody or control of any insured; or
2. The failure of any insured or any person for whom the insured is legally responsible to prevent or suppress any actual or threatened physical or sexual abuse or molestation; or
3. The negligent:
  - a. employment;
  - b. investigation;
  - c. supervision;
  - d. reporting to the proper authorities, or failure to so report; or
  - e. retention,

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph 1. or 2. above.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective** \_\_\_\_\_ **at 12:01 a.m. standard time, forms a part of**

**Policy #:**

**Issued to:**

**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**SEXUAL OR PHYSICAL ABUSE LIMITS OF INSURANCE  
(SUPPLEMENTARY PAYMENTS WITHIN LIMITS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Sexual or Physical Abuse Each Occurrence or Offense Limit**     \$  
**Sexual or Physical Abuse Aggregate Limit**                     \$

I. The following is added to SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Supplementary payments because of "bodily injury", "property damage" or "personal and advertising injury" arising out of "sexual or physical abuse" are within the limits of insurance.

II. SECTION III - LIMITS OF INSURANCE is amended as follows:

A. Paragraph 2. is deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under Coverage B; and,
- d. Damages and supplementary payments because of "bodily injury", "property damage" or "personal and advertising injury" arising out of "sexual or physical abuse".

B. The following provisions are added:

8. The Sexual or Physical Abuse Aggregate Limit is the most we will pay for the sum of all damages, supplementary payments and medical payments because of "bodily injury", "property damage" or "personal and advertising injury" arising out of "sexual or physical abuse".
9. Subject to 2. or 8. above, the Sexual or Physical Abuse Each Occurrence or Offense Limit is the most we will pay for the sum of all damages. Supplementary Payments and medical payments because of "bodily injury" or "property damage" arising out of any one "occurrence" and "personal and advertising injury" arising out of one offense of "sexual or physical abuse". Any allegations of "bodily injury", "property damage" or "personal and advertising injury" arising out of the same or repeated condition will be subject to one limit.

III. The following is added to SECTION V - DEFINITIONS:

Sexual or physical abuse means:

1. The actual or threatened:
  - a. physical abuse, whether or not sexual in nature; or
  - b. sexual abuse or molestation or licentious, immoral or sexual behavior intended to lead to, or culminating in any sexual act.
2. The failure of any insured or anyone else for whom an insured is legally responsible to prevent or suppress any such actual or threatened behavior; or
3. The negligent:
  - a. employment;
  - b. investigation;
  - c. supervision;
  - d. reporting to the proper authorities or failure to so report; or
  - e. retention

of a person whose conduct would be excluded by subparagraphs 1 or 2 above.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective on            at 12:01 A.M. standard time, forms a part of**

**Policy No.:**

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**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ASBESTOS AND SILICA EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused or contributed to by asbestos or silica; or
- (2) The cost of abatement, mitigation, removal or disposal of asbestos or silica.

This exclusion also includes:

- (a) Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with the above; and
- (b) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective** \_\_\_\_\_ **at 12:01 a.m. standard time, forms a part of**

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**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**EXCLUSION - SUB-CONTRACTED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for you or on your behalf, by any independent contractor or sub-contractor of yours, unless such contractor has in force general liability coverage including "products-completed operations" hazard and contractual liability coverage, with limits equal to the limits on this policy and on which you are named as an additional insured.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective** \_\_\_\_\_ **at 12:01 a.m. standard time, forms a part of**

**Policy #:**

**Issued to:**

**By:**

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### **SUBSIDENCE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy does not apply to "bodily injury", "property damage" or "personal and advertising injury" directly or indirectly arising out of, caused by, resulting from, contributed to or aggravated by the subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other movements of land or earth.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective** \_\_\_\_\_ **at 12:01 a.m. standard time, forms a part of**

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**Issued to:**

**By:**

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**TEMPORARY EMPLOYMENT AGENCIES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

I. Subparagraph e. of 2. Exclusions of Coverage A (SECTION I) is deleted and replaced by the following:

e. Bodily injury to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) employment by the insured; or
  - (b) performing duties related to the conduct of the insured's business; or
- (2) Any person while working as a temporary employee for other than an insured; or
- (3) The spouse, child, parent, brother or sister of that "employee" or person as a consequence of (1) or (2) above.

This exclusion applies:

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

II. The following Exclusion is added:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional service by a temporary employee for other than any insured.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

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**FIREARMS AND OTHER WEAPONS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the use, sale, or demonstration of firearms or other weapons.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

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**By:**

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**DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to damages claimed for the alleged or actual contracting of any communicable sickness or disease, including, but not limited to Acquired Immune Deficiency Syndrome or Hepatitis.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

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**HERBICIDE OR PESTICIDE APPLICATIONS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the application or use of any pesticide or herbicide by any insured.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective** \_\_\_\_\_ **at 12:01 a.m. standard time, forms a part of**

**Policy #:** \_\_\_\_\_

**Issued to:** \_\_\_\_\_

**By:** \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**LEAD LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by or contributed to by lead or exposure to lead or lead paint; or
2. The costs of abatement, mitigation, removal or disposal of lead paint or any lead containing product or material.

This exclusion also applies to:

- a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given with regard to the above; and
- b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective** \_\_\_\_\_ **at 12:01 a.m. standard time, forms a part of**

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**EMPLOYED PHYSICIANS EXCLUSION**

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the performance or non-performance of any clerical or professional function or duty in the conduct of your business by a physician employed by you.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective on        at 12:01 A.M. standard time, forms a part of**

**Policy No.:**

**Issued To:**

**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **ADVERTISING INJURY EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- I. Coverage B - Personal and Advertising Injury is renamed Coverage B - Personal Injury. All references to Personal and Advertising Injury in the policy are changed to Personal Injury.
- II. Paragraph 2.i. of Coverage B is deleted and replaced by the following:
  - i. Infringement of Copyright, Patent, Trademark or Trade Secret  
  
"Personal injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.
- III. Paragraph 14. of SECTION V-DEFINITIONS is deleted and replaced by the following:
  14. "Personal injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
    - a. False arrest, detention or imprisonment;
    - b. Malicious prosecution;
    - c. The wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
    - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
    - e. Oral or written publication, in any manner, of material that violates a person's right of privacy.
- V. All references to "personal and advertising injury" in the policy are changed to "personal injury".

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective** \_\_\_\_\_ **at 12:01 a.m. standard time, forms a part of**

**Policy #:**

**Issued to:**

**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**INDEPENDENT CONTRACTORS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The premises of any independent contractor; or
2. The operations of any independent contractor for or on behalf of any insured.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective** \_\_\_\_\_ **at 12:01 a.m. standard time, forms a part of**

**Policy #:**

**Issued to:**

**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**LIMITATION-INDEPENDENT CONTRACTORS-SPECIFIED LIMITS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the acts of independent contractors hired by you unless you obtain, prior to the commencement of any work on your behalf by the independent contractor, Certificates of Insurance from such independent contractors providing evidence of like coverage as is afforded by this coverage, with Limits of Insurance at a minimum of:

- \$ General Aggregate (Other Than Products-Completed Operations)
- \$ Products-Completed Operations Aggregate Limit
- \$ Each Occurrence Limit

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective at 12:01 a.m. standard time, forms a part of**

**Policy #:**

**Issued to:**

**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**HIRED AUTO AND NON-OWNED AUTO LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

<b>Coverage</b>	<b>Additional Premium</b>
Non-Ownership Liability	\$
Hired Auto Liability	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. HIRED AUTO LIABILITY**

The insurance provided under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business.

**B. NON – OWNED AUTO LIABILITY**

The insurance provided under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) applies to “bodily injury” or “property damage” arising out of the use of a “non-owned auto” by any person other than you in the course of your business.

**C. With respect to the insurance provided by this endorsement:**

1. Subparagraphs b., e., g., h., j., k., l., m. and n. of paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) do not apply.
2. The following exclusions are added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) :

This insurance does not apply to:

- a. “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) That the insured would have in the absence of the contract or agreement; or
  - (2) Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement.
- b. “Bodily injury” to:
  - (1) An “employee” of the insured arising out of and in the course of:
    - (a) Employment by the insured; or
    - (b) Performing duties related to the conduct of the insured’s business; or
  - (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of paragraph (1) above.

This exclusion applies:

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

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract";  
or

(2) "Bodily injury" to domestic "employees" not entitled to  
workers' compensation benefits.

c. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned  
to the insured; or

(2) Property in the care, custody or control of the insured.

D. For the purposes of this endorsement only, WHO IS AN INSURED (Section II) is  
deleted and replaced by the following:

Each of the following is an insured under this insurance to the extent set forth  
below:

1. You.
2. Any other person using a "hired auto" with your permission.
3. With respect to a "non-owned auto", any partner or "executive officer" of  
yours, but only while such "non-owned auto" is being used in your  
business.
4. Any other person or organization, but only with respect to their liability  
because of acts or omissions of an insured under paragraphs 1., 2. or 3.  
above.

None of the following is an insured:

1. Any person engaged in the business of his or her employer with respect  
to "bodily injury" to any co-employee of such person injured in the course  
of employment;
2. Any partner or "executive officer" with respect to any "auto" owned by  
such partner or officer or a member of his or her household;
3. Any person while employed or otherwise engaged in performing duties  
related to the conduct of an "auto business", other than an "auto  
business" you operate;

4. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
  5. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- E. For the purposes of this endorsement only, the definition of "insured contract" in DEFINITIONS (Section V) is amended by the addition of the following:
- "Insured contract" means:
- g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement will not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- F. For the purposes of this endorsement only, the following definitions are added to DEFINITIONS (Section V):
- a. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
  - b. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.
  - c. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
- G. For the purposes of this endorsement only, Paragraph 4. Other Insurance of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV) is deleted and replaced by the following:
4. This insurance is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis.

Since this insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer

defends, we will undertake to do so, but we will be entitled to the insured's rights against those other insurers.

Since 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 all of that other insurance.

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.

#### 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 limits of insurance to those of all insurers.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective on** \_\_\_\_\_ **at 12:01 A.M. standard time, forms a part of**

**Policy No.:**

**Issued To:**

**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INDOOR AIR QUALITY EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused or contributed to by mold, mildew and/or other conditions affecting indoor air quality; or
2. The cost of abatement, mitigation, removal or disposal of mold, mildew and/or other conditions affecting indoor air quality.

This exclusion also includes:

- a. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with the above; and
- b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective** \_\_\_\_\_ **at 12:01 a.m. standard time, forms a part of**

**Policy #:**

**Issued to:**

**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**EMPLOYEES OF INDEPENDENT CONTRACTORS EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury", or medical expense sustained by any employee of an independent contractor contracted by you or on your behalf.

(The attaching clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

**This endorsement, effective on            at 12:01 A.M. standard time, forms a part of**

**Policy No.:**

**Issued To:**

**By:**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TREE STAND CONDITIONAL EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard" and arising out of the sale of tree stands, harnesses, accessories or products that assist hunters to an elevated position or add to hunters' safety, unless all of the following conditions are met:

1. The insured only sells tree stands, harnesses, accessories or products that assist hunters to an elevated position or add to hunters' safety, that are certified to meet the Tree Stand Manufacturer's Association (TMA) standards;
2. The insured is named as an additional insured on each liability policy of each manufacturer for whom it sells tree stands, harnesses, accessories or products that assist hunters to an elevated position or add to hunters' safety, and the insured must have a certificate of insurance evidencing its additional insured status;
3. The limits of insurance available to the insured as an additional insured of each manufacturer are at least \$1,000,000 each "occurrence" and such limits are effective throughout the term of this policy;
4. A copy of each certificate of insurance referenced above is sent to our agent and maintained in our policy file.

*SERFF Tracking Number:* PENN-125682908      *State:* Arkansas  
*Filing Company:* Diamond State Insurance Company      *State Tracking Number:* EFT \$50  
*Company Tracking Number:* DS-2008-GL-F-102  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence      *Sub-TOI:* 17.0001 Commercial General Liability  
*Product Name:* Commercial General Liability Forms Filing  
*Project Name/Number:* /DS-2008-GL-F-102

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: PENN-125682908 State: Arkansas  
Filing Company: Diamond State Insurance Company State Tracking Number: EFT \$50  
Company Tracking Number: DS-2008-GL-F-102  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability Forms Filing  
Project Name/Number: /DS-2008-GL-F-102

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 08/26/2008

**Comments:**

**Attachment:**

COMM. GEN. LIAB. - SL FORMS - NEW -P&C-TRANSMITTAL FORM - FORMS-RULES-RATES - NEW.pdf

**Satisfied -Name:** COMMERCIAL GENERAL  
LIABILITY - ARKANSAS - FORMS  
FILING - FILING NUMBER: DS-  
2008-GL-F-102 **Review Status:** Approved 08/26/2008

**Comments:**

**Attachment:**

Comm. General Liability SL Forms Lists - New-2.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b> UNITED NATIONAL GROUP	<b>Group NAIC #</b> 920
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4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
DIAMOND STATE INSURANCE COMPANY	INDIANA	42048	51-0257823	NOT APPLICABLE

<b>5. Company Tracking Number</b>	DS-2008-GL-F-102
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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
	KATHLEEN REED THREE BALA PLAZA, EAST 300 BALA CYNWYD, PENNSYLVANIA 19004	STATE FILING ANALYST	610-660-5430	610-668-3399	<a href="mailto:KREED@UNITEDNAT.COM">KREED@UNITEDNAT.COM</a>

<b>7.</b> Signature of authorized filer	
<b>8.</b> Please print name of authorized filer	KATHLEEN REED

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

<b>9. Type of Insurance (TOI)</b>	COMMERCIAL GENERAL LIABILITY				
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.0001				
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	COMMERCIAL GENERAL LIABILITY FORMS FILING				
<b>12. Company Program Title</b> (Marketing title)					
<b>13. Filing Type</b>	<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)				
<b>14. Effective Date(s) Requested</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%; border: none;">New:</td> <td style="width: 25%; border: none;">SEPTEMBER 1, 2008</td> <td style="width: 25%; border: none;">Renewal:</td> <td style="width: 25%; border: none;">SEPTEMBER 1, 2008</td> </tr> </table>	New:	SEPTEMBER 1, 2008	Renewal:	SEPTEMBER 1, 2008
New:	SEPTEMBER 1, 2008	Renewal:	SEPTEMBER 1, 2008		

15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	NOT APPLICABLE
17.	Reference Organization # & Title	NOT APPLICABLE
18.	Company's Date of Filing	JULY 18, 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

PC TD-1 pg 1 of 2

### Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking	DS-2008-GL-F-102
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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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DIAMOND STATE INSURANCE COMPANY IS SUBMITTING FOR YOUR REVIEW AND APPROVAL, THE ENCLOSED NEW AND REVISED COMMERCIAL GENERAL LIABILITY FORMS. THE ORIGINAL FORMS HAVE BEEN REVISED TO BE CONSISTENT WITH ISO WORDING CHANGES MADE SINCE THEY WERE ORIGINALLY FILED. THUS, THESE CHANGES ARE NOT SUBSTANTIVE IN NATURE. NEW FORMS ARE BEING SUBMITTED FOR YOUR APPROVAL.

**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 #: NOT APPLICABLE**  
**Amount: NOT APPLICABLE**

**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.)**

PC TD-1 pg 2 of 2

## FORM FILING SCHEDULE

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	DS-2008-GL-F-102
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<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	<b>NOT APPLICABLE</b>
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<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	SEE ATTACHED LIST	SEE ATTACHED LIST	<input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SEE ATTACHED LIST	NOT APPLICABLE
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

## RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

**(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	
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<b>2.</b>	<b>This filing corresponds to form filing number</b> (Company tracking number of form filing, if applicable)	
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Rate Increase     
  Rate Decrease     
  Rate Neutral (0%)

<b>3.</b>	<b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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<b>4a.</b>	<b>Rate Change by Company (As Proposed)</b>
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

<b>4b.</b>	<b>Rate Change by Company (As Accepted) For State Use Only</b>
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

<b>5.</b>	<b>Overall Rate Information (Complete for Multiple Company Filings only)</b>
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		COMPANY USE	STATE USE
<b>5a</b>	<b>Overall percentage rate indication (when applicable)</b>		
<b>5b</b>	<b>Overall percentage rate impact for this filing</b>		
<b>5c</b>	<b>Effect of Rate Filing – Written premium change for this program</b>		
<b>5d</b>	<b>Effect of Rate Filing – Number of policyholders affected</b>		

<b>6.</b>	<b>Overall percentage of last rate revision</b>	
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<b>7.</b>	<b>Effective Date of last rate revision</b>	
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<b>8.</b>	<b>Filing Method of Last filing (Prior Approval, File &amp; Use, Flex Band, etc.)</b>	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

# DIAMOND STATE INSURANCE COMPANY

## COMMERCIAL GENERAL LIABILITY

### FORMS PORTFOLIO

FORM NUMBER	EDITION DATE	FORM NAME	DESCRIPTION	MANDATORY/OPTIONAL
EPA-1321	01/2008	Pre-Existing Damages Exclusion	Excludes coverage for injury or damage beginning before and continuing into the policy period.	Optional
EPA-1322	01/2008	Disease Exclusion	Excludes coverage resulting from communicable diseases.	Mandatory
EPA-1323	01/2008	Asbestos And Silica Exclusion	Excludes Asbestos caused damages.	Mandatory
EPA-1324	05/2008	Assault Or Battery Exclusion	Excludes coverage for Assault Or Battery by any insured, employee, patron or any other person.	Optional
EPA-1327	02/2008	Participants And Contestants Exclusion	Excludes coverage for participants or contestants of any contest, exhibitions, or events sponsored, promoted or endorsed by the insured.	Mandatory
EPA-1328	04/2008	Abuse Or Molestation Exclusion	Excludes coverage for abuse or molestation by any insured, employee or any other person.	Optional

# DIAMOND STATE INSURANCE COMPANY

## COMMERCIAL GENERAL LIABILITY

### FORMS PORTFOLIO

FORM NUMBER	EDITION DATE	FORM NAME	DESCRIPTION	MANDATORY/OPTIONAL
EPA-1329	02/2008	Sexual Or Physical Abuse Limits Of Insurance (Supplementary Payments Within Limits)	Provides sublimited limits (within supplementary payments sections) for Sexual or Physical Abuse Coverage.	Optional
EPA-1330	02/2008	Exclusion – Sub-Contracted Operations	Excludes coverage arising from operations performed by any independent contractor or sub-contractor of the insured unless such contractor as General Liability including Products/Completed Operations with equal limits and the insured is named as an additional insured.	Optional
EPA-1331	02/2008	Subsidence Exclusion	Excludes damages caused by subsidence settling, etc.	Optional
EPA-1332	02/2008	Temporary Employment Agencies Exclusion	Excludes coverage for temporary employee including the acts or omissions of the temporary employee.	Optional
EPA-1333	02/2008	Firearms And Other Weapons Exclusion	Excludes coverage arising out of firearms or other weapons.	Mandatory

# DIAMOND STATE INSURANCE COMPANY

## COMMERCIAL GENERAL LIABILITY

### FORMS PORTFOLIO

FORM NUMBER	EDITION DATE	FORM NAME	DESCRIPTION	MANDATORY/OPTIONAL
EPA-1334	02/2008	Herbicide Or Pesticide Application Exclusion	Excludes coverage resulting from the use of Pesticide or Herbicides.	Optional
EPA-1335	03/2008	Lead Liability Exclusion	Excludes coverage arising from lead or lead paint	Optional
EPA-1336	02/2008	Employed Physicians Exclusion	Excludes coverage for clerical or professional conduct of employed physicians.	Optional
EPA-1337	05/2008	Advertising Injury Exclusion	Excludes coverage for advertising injury.	Optional
EPA-1338	05/2008	Independent Contractors Exclusion	This form excludes coverage arising from the Premises or Operations of any independent contractor.	Optional
EPA-1339	05/2008	Limitation-Independent Contractors – Specified Limits	This form limits coverages arising out of the acts of independent contractors unless the insured obtains evidence of insurance from the independent contractor at specifically determined limits.	Optional

# DIAMOND STATE INSURANCE COMPANY

## COMMERCIAL GENERAL LIABILITY

### FORMS PORTFOLIO

FORM NUMBER	EDITION DATE	FORM NAME	DESCRIPTION	MANDATORY/OPTIONAL
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EPA-1354	05/2008	Employees Of Independent Contractors Exclusion	This form excludes coverage for injury sustained by any employee of an independent contractor.	Optional
EPA-1355	02/2008	Tree Stand Conditional Exclusion	Excludes coverage for injury or damage arising out of treestands or related products used by hunters.	Optional
EPA-225	05/2008	Hired-Auto And Non-Owned Auto Liability	Coverage for incidental hired or non-owned auto liability.	Optional
EPA-1250	02/2008	Indoor Air Quality Exclusion	Excludes coverage for injury or damage arising out of conditions affecting indoor air quality.	Optional