

SERFF Tracking Number: UNON-125756128 State: Arkansas  
First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10034279 \$50  
Company Tracking Number: 08-GL-FM-64  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: 2008 GL Form Filings  
Project Name/Number: 10-08 GL Co. Form Filing (2)/

## Filing at a Glance

Companies: Acadia Insurance Company, Continental Western Insurance Company, Union Insurance Company

Product Name: 2008 GL Form Filings

SERFF Tr Num: UNON-125756128 State: Arkansas

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: #10034279 \$50

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 08-GL-FM-64

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Authors: Frances Linker, Tamara Manuel

Disposition Date: 08/11/2008

Date Submitted: 08/05/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: 10-08 GL Co. Form Filing (2)

Status of Filing in Domicile:

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08/11/2008

State Status Changed: 08/11/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Continental Western Insurance Company, Union Insurance Company and Acadia Insurance Company propose to adopt the following company endorsements for all policies effective upon approval for new and renewal business.

CL CG 00 29 02 08 Customers' Property Legal Liability Coverage

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**CL CG 00 30 02 08 Sale And Disposal Legal Liability Coverage**

CL CG 00 30, Sale and Disposal Legal Liability Coverage, provides coverage for all sums that the insured becomes legally obligated to pay as damages because of acts or omissions out of a “lock-out” or the sale, removal or disposal of “customers” property, in the course of “sale and disposal operations”.

CL CG 00 29, Customers’ Property Legal Liability Coverage, provides Property Damage coverage for personal property in the care, custody or control of the insured for “customers” property (or the property of others for which the “customer” is liable) only while at the insured’s self-storage facility premises shown in the Declarations.

Both forms provide a selection of limits of liability/deductible combinations shown in the rating rule. These are optional forms and must be requested by the underwriter. They modify the CGL Coverage Form only.

A copy of our revised company rules is attached. The only change to the manual is the Additional Company Rule for these two endorsements.

**Company and Contact**

**Filing Contact Information**

Frances Linker, Compliance Analyst flinker@usic.com  
 P. O. Box 152180 (972) 719-2400 [Phone]  
 Irving, TX 75015-2180 (972) 719-2301[FAX]

**Filing Company Information**

|                             |                           |                                  |
|-----------------------------|---------------------------|----------------------------------|
| Acadia Insurance Company    | CoCode: 31325             | State of Domicile: New Hampshire |
| P. O. Box 152180            | Group Code: 98            | Company Type: P & C              |
| Irving, TX 75015-2180       | Group Name: W. R. Berkley | State ID Number:                 |
| (972) 719-2465 ext. [Phone] | FEIN Number: 01-0471706   |                                  |

|                                       |                           |                         |
|---------------------------------------|---------------------------|-------------------------|
| Continental Western Insurance Company | CoCode: 10804             | State of Domicile: Iowa |
| P. O. Box 152180                      | Group Code: 98            | Company Type: P & C     |
| Irving, TX 75015-2180                 | Group Name: W. R. Berkley | State ID Number:        |
| (972) 719-2400 ext. 2465[Phone]       | FEIN Number: 42-0594770   |                         |

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Union Insurance Company CoCode: 25844 State of Domicile: Iowa  
122 W. Carpenter Freeway Group Code: 98 Company Type: P&C  
Suite 350  
Irving, TX 75039 Group Name: W. R. Berkle State ID Number:  
(972) 719-2400 ext. 2465[Phone] FEIN Number: 47-0547953  
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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 # |
|---------------------------------------|--------|----------------|---------------|
| Acadia Insurance Company              | \$0.00 |                |               |
| Continental Western Insurance Company | \$0.00 |                |               |
| Union Insurance Company               | \$0.00 |                |               |

| CHECK NUMBER | CHECK AMOUNT | CHECK DATE |
|--------------|--------------|------------|
|              | \$50.00      |            |

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## Correspondence Summary

### Dispositions

| Status   | Created By    | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Edith Roberts | 08/11/2008 | 08/11/2008     |

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## Disposition

Disposition Date: 08/11/2008

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           |
| Form                | Customers' Property Legal Liability Coverage     | Approved    | Yes           |
| Form                | Sale And Disposal Legal Liability Coverage       | Approved    | Yes           |
| Rate                | Company Exception Pages                          | Approved    | Yes           |

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## Form Schedule

| Review Status | Form Name                                    | Form #      | Edition Date | Form Type Action                 | Action Specific Data | Readability | Attachment            |
|---------------|--|-------------|--------------|----------------------------------|----------------------|-------------|-----------------------|
| Approved      | Customers' Property Legal Liability Coverage | CL CG 00 29 | 02 08        | Endorsement/Amendment/Conditions |                      | 0.00        | CL CG 00 29 02 08.pdf |
| Approved      | Sale And Disposal Legal Liability Coverage   | CL CG 00 30 | 02 08        | Endorsement/Amendment/Conditions |                      | 0.00        | CL CG 00 30 02 08.pdf |

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

## **CUSTOMERS' PROPERTY LEGAL LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

|   |          |
|---|----------|
| Customers' Property Legal Liability Limit | \$ _____ |
| Deductible per occurrence                 | \$ _____ |

*(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)*

For the purpose of this coverage only:

**A. Exclusion 2.j.(4) of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages is replaced by the following:**

**1. Exclusions**

This insurance does not apply to:

- (4)** Personal property in the care, custody or control of the insured except for "customer's" property (or the property of others for which the "customer" is liable) only while at the insured's self-storage facility premises shown in the Declarations;

**B. The following paragraphs are added to Section III – Limits of Insurance:**

The Customer's Property Legal Liability Coverage Limit shown in the Schedule above is the most we will pay for the sum of all damages under Coverage A because of "property damage" coverage provided by this endorsement. This limit applies separately at each of the insured's self-storage facility premises only if shown in the Declarations.

The General Aggregate Limit, as shown in **Section III – Limits of Insurance**, paragraph **2.b.**, applies to Customer's Property Legal Liability Coverage.

**C. Deductible**

Our obligation to pay damages on your behalf under this endorsement applies only to the amount of damages in excess of the deductible shown in the Schedule above. The deductible applies to the total amount of damages arising out of any one occurrence, regardless of the number of persons or organizations who sustain damages because of that "occurrence".

The terms of the coverage under this endorsement, including those with respect to:

1. Our right and duty to defend the insured against any "suits" seeking those damages, and
2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for any such part of the deductible amount as has been paid by us.

#### D. Exclusions

**Paragraph 2. Exclusions** under **Section I – Coverage A Bodily Injury And Property Damage** is changed as follows with respect only to the coverage provided by this endorsement:

1. Exclusions **c, d, e, n,** and **o** do not apply.
2. Exclusion **b. Contractual Liability** is replaced by the following:

“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 that the insured would have in the absence of the contract or agreement.

3. The following exclusions are added:
  - a. “Property damage” to any land vehicle (including any trailer and/or any semi-trailer), watercraft in your care, custody or control and/or stored by a “customer” at the described premises.
  - b. Liability arising out of the intentional “property damage” or dishonest or criminal acts by you, your “employees” or any other person to whom you may entrust such property.
  - c. Liability arising out of your “sale and disposal operations”.
  - d. Any loss or damage for which coverage is provided under the Commercial Property Coverage Part.

E. The following Definitions are added to **SECTION V – DEFINITIONS** for Customer’s Property Legal Liability Coverage only:

1. “Customer” means any person or organization which is renting, leasing or otherwise occupying self-storage space(s) at the insured premises shown in the Declarations.
2. “Sale and Disposal Operations” means all activities you conduct to reclaim rented storage space when “customer’s” accounts are delinquent or unpaid.

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

## **SALE AND DISPOSAL LEGAL LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### **SCHEDULE**

Sale and Disposal Legal Liability Limit \$ \_\_\_\_\_  
Deductible per occurrence \$ \_\_\_\_\_

*(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)*

**The following is added to SECTION I - COVERAGES:**

### **SALE AND DISPOSAL LEGAL LIABILITY COVERAGE**

#### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of acts or omissions arising out of a "lock-out" or the sale, removal or disposal of "customers" property, in the course of "sale and disposal operations". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for acts or omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstance of any act or omission and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph 4. below (Section III – Limits of Insurance); and
- (2) Our right and duty to defend ends when we have used up the Sale and Disposal Legal Liability Limit, shown in the schedule above, in the payment of judgments or settlements.

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

- b. This insurance applies to damages because of acts or omissions arising out of a "lock-out" or the sale, removal or disposal of "customer's" property only if the damage:

- (1) Is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) Occurs during the policy period

#### **2. Exclusions**

This insurance does not apply to:

- a. Liability for damages which the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- b. Liability arising out of dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property.

#### **3. Deductible**

Our obligation to pay damages on your behalf under this endorsement applies only to the amount of damages in excess of the deductible shown in the Schedule above. The deductible amount applies to the total amount of damages arising out of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

The terms of the coverage under this endorsement, including those with respect to:

- a. Our right and duty to defend the insured against any "suits" seeking those damages, and
- b. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken; you shall promptly reimburse us for any such part of the deductible amount as has been paid by us.

4. The following paragraphs are added to **SECTION III - LIMITS OF INSURANCE:**

- a. The Safe and Disposal Legal Liability Limit shown in the Schedule above is the most we will pay for the sum of all damages because of all acts or omissions arising out of a "lock-out" or the sale, removal or disposal of "customer's" property coverage provided by this endorsement. This limit applies separately at each of the insured's self-storage facility premises only if shown in the Declarations.
- b. The General Aggregate Limit, as shown in Paragraph 2.b., also applies to the Sale and Disposal Legal Liability Coverage provided by this endorsement.

5. With respect to this Sale and Disposal Legal Liability Coverage, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition is replaced by the following:

**Duties In The Event Of Claim Or Suit As A Result Of a "Lock-Out" Or Sale Of "Customers" Property**

- a. If a claim is made or "suit" is brought against any insured as a result of a "lock-out" or sale of "customers" property, 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.
- b. 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 an act or omission to which this insurance may also apply.

- c. No insured will, except at that insured's own cost, voluntarily make any payment, assume any obligation, or incur any expense without our consent.

6. The following Definitions are added to **SECTION V – DEFINITIONS** for the Sale and Disposal Legal Liability Coverage only:

- a. "Customer" means any person or organization which is renting, leasing or otherwise occupying self storage space(s) at the insured premises shown in the Declarations.
- b. "Lock-out" means denying a "customer" access to the "customer's" property or the occupancy of space the "customer" is renting, leasing or otherwise occupying.
- c. "Sale and Disposal Operations" means all activities you conduct to reclaim rented storage space when "customer's" accounts are delinquent or unpaid.

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*TOI:* 17.0 Other Liability - Claims Made/Occurrence      *Sub-TOI:* 17.0001 Commercial General Liability  
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## **Rate Information**

Rate data does NOT apply to filing.

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## Rate/Rule Schedule

| Review Status: | Exhibit Name:           | Rule # or Page #:                    | Rate Action | Previous State Filing Attachments Number: |
|----------------|-------------------------|--------------------------------------|-------------|---|
| Approved       | Company Exception Pages | AR-GL-Rule Exception Pages<br>1 - 26 | Replacement | 10-08 GL Manual (2).pdf                   |

CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 COMMERCIAL LINES MANUAL  
 DIVISION SIX - GENERAL LIABILITY - RULES

**SECTION I  
 GENERAL RULES**

**COMPANY LOSS COST MULTIPLIER (STANDARD TIER)**

|                               | Union Ins Co | Cont West | Acadia Ins |
|-------------------------------|--------------|-----------|------------|
| Premises/Operations           | 1.55         | 1.83      | 0.75       |
| Products/Completed Operations | 1.55         | 1.83      | 0.75       |

**RULE 8.  
 POLICY WRITING MINIMUM PREMIUM**

|  | Union/CWIC   | Acadia         |
|--|--------------|----------------|
| <b>A. Prepaid Policies</b><br>For prepaid policies, apply a minimum premium regardless of term.  | <b>\$300</b> | <b>\$1,000</b> |
| <b>B. Annual Premium Payment Plan Policies</b><br>For annual premium payment plan policies or continuous policies, apply a minimum premium regardless of term. | <b>\$300</b> | <b>\$1,000</b> |

**RULE 9.  
 ADDITIONAL PREMIUM CHANGES**

- B. Waiver of Premium**
- Waive additional premium of **\$ 15** or less.  
 This waiver applies only to that portion of the premium due on the effective date of the policy change.

**RULE 10.  
 RETURN PREMIUM CHANGES**

- B. Waiver of Premium**
- Waive return premium of **\$ 15** or less.
- This waiver applies only to that portion of the premium due on the effective date of the policy change.  
 Grant any return premium if requested by the insured.

**RULE 14.  
 MINIMUM PREMIUMS**

- A.** Minimum premiums are the lowest amounts for which insurance may be written for each full year of coverage.
- B.** Minimum Premiums apply as follows:

| Subline             | Increased Limit Table Assignment | Minimum Premium |
|---------------------|----------------------------------|-----------------|
| Premises/Operations | 1                                | \$ 75           |
|                     | 2                                | \$ 100          |
|                     | 3                                | \$ 150          |
| Products/Completed  | A                                | \$ 75           |
|                     | B                                | \$ 150          |
|                     | C                                | \$ 200          |

For each classification, determine the increased limits table assignments for both premises/operations and products/completed operations from the state company rates/ISO loss costs. Refer to the Premises/Operations minimum premium for classifications with increased limit table assignments 1, 2 or 3 and for the Products/Completed Operations minimum premium. Based on this information, determine the appropriate basic limit minimum premium for each classification.

- C.** Minimum premiums apply separately to each subline for which a premium is charged.

**CONTINENTAL WESTERN INSURANCE COMPANY  
UNION INSURANCE COMPANY  
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COMMERCIAL LINES MANUAL  
DIVISION SIX - GENERAL LIABILITY - RULES**

**RULE 14.  
MINIMUM PREMIUMS (cont'd)**

**D.** Regardless of the number of classifications on the policy, choose the highest minimum premium for each subline, as the minimum premium for that subline. If multiple classifications apply, the minimum premiums for premises/operations and products/completed operations may come from different classifications.

**E.** A special combined basic limits minimum premium applies to the classifications listed in the ISO exception pages. Refer to the Multistate Company Rates.

Special combined basic limit minimum premium is **\$ 150**.

For Increased Limits use the applicable Premises/Operations table.

**F.** If a classification is used on an "if any" basis, no minimum premium shall be applied unless an exposure develops during the policy period.

**G.** All minimum premiums except for the policy writing minimum premium are subject to adjustment for additional interests and increased limits.

**H.** Use the policy writing minimum premium if the total amount developed using this rule is less than the policy writing minimum premium.

**RULE 16.  
ADDITIONAL INTERESTS**

**RULE 16.B. is replaced by the following:**

Policies may be written to cover additional interests. Refer to each endorsement to determine the applicable Coverage Parts.

**B. Additional Charge - Refer To Company**

1. Concessionaires, use Additional Insured - Concessionaires Trading Under Your Name, Endorsement **CG 20 03**. Those who are physically separated and who operate under their own name cannot be added as additional interests. **\$ 50 Flat Charge**.
2. For grantors of franchises, use Additional Insured - Grantor of Franchise Endorsement **CG 20 29**. Additional charge: **\$50 Flat Charge**
3. For lessors of leased equipment who have signed a contract or agreement that requires them to be added as an additional insured on a policy covering a lessee, with respect to liability arising out of the named insured's maintenance, operation or use of such leased equipment, use Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You Endorsement **CG 20 34**:  
**\$100 Flat Charge**

For all other lessors of leased equipment, use Additional Insured - Lessor Of Leased Equipment Endorsement **CG 20 28**. Additional charge is based upon type of equipment leased by insured:

- |  |              |
|--|--------------|
| A. Office Equipment (Communication, computer, duplication, etc.) or Light Commercial | <b>\$50</b>  |
| B. Heavy Commercial/Industrial (Mobile Equipment, production machinery, etc)         | <b>\$100</b> |
4. For Owners, Lessees or Contractors - Owners or Lessees on policies covering contractors or contractors on policies covering subcontractors, but only as respects liability for operations performed for those owners, lessees or contractors by or on behalf of the insured contractor or subcontractor, use Additional Insured - Owners, Lessees or Contractors (Form B). Endorsement **CG 20 10**. **\$50 Flat Charge**
  5. For managers or operators of premises or interests from whom premises have been rented or leased on policies covering lessees or tenants, use Additional Insured - Managers or Lessors Of Premises Endorsement **CG 20 11**. **\$50 Flat Charge**

**CONTINENTAL WESTERN INSURANCE COMPANY  
UNION INSURANCE COMPANY  
ACADIA INSURANCE COMPANY  
COMMERCIAL LINES MANUAL  
DIVISION SIX - GENERAL LIABILITY - RULES**

**RULE 16.  
ADDITIONAL INTERESTS (cont'd)**

6. For vendors product liability on policies covering manufacturers or distributors, use Additional Insured - Vendors Endorsement **CG 20 15**.  
Additional charge: 0.07 to 0.15 of the manufacturer's or distributor's or completed operations premium applicable to the products sold by the vendor. If blanket coverage is indicated, rate based upon the total products or completed operations premium of the insured manufacturer or distributor. Minimum Premium is \$ 50.
7. For all others, use Additional Insured - Designated Person Or Organization Endorsement **CG 20 26**. **\$50 Flat Charge**
8. For architects, engineers or surveyors not engaged by the named insured but contractually required to be added as an additional insured to the named insured's policy, use Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured Endorsement **CG 20 32** with the Commercial General Liability Coverage Part. **\$50 Flat Charge**
9. For owners or lessees, or contractors who have signed a contract or agreement that requires them to be added as an additional insured on a policy covering a contractor or a subcontractor, with respect to liability arising out of the named insured's ongoing operations performed for that additional insured, use Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement with You Endorsement **CG 20 33**. **\$100 Flat Charge**

Do not attach this endorsement if Contractual Liability Limitation Endorsement **CG 21 39** is attached to the same policy.

10. For owners, lessees or contractors - Completed operations coverage for owners or lessees on policies covering contractors, or contractors on policies covering subcontractors, is available. Use Additional - Owners, Lessees Or Contractors - Completed Operations Endorsement **CG 20 37**. **Refer To Company**.

This paragraph is replaced by the following:

**11. Additional Insured - Limited Completed Operations**

- a. Completed operations coverage for owners or lessees on policies covering contractors, or contractors on policies covering subcontractors, is available on a scheduled additional insured basis. Use **Additional Insured - Owners, Lessees or Contractors - Limited Completed Operations Endorsement - Scheduled person or Organization, as shown below:**

**(1) CL CG 20 02 \$100 Flat Charge Per Additional Insured/Job**

Each additional insured, the work being done, the location and dates of the work must be shown in the Schedule of the endorsement. Coverage provided by this endorsement for each additional insured per separate job/project scheduled will not extend beyond the period of time required by the written contract (if a written contract is applicable to the job) or 2 years from the date of completion of the work for the additional insured, whichever is less, provided that both the CGL coverage and the additional insured endorsement remain continuously in effect with us for that period of time.

**(2) CL CG 20 03 \$300 Flat Charge Per Additional Insured/Job**

Each additional insured, the work being done, the location and dates of the work must be shown in the Schedule of the endorsement. Coverage provided by this endorsement for each additional insured per separate job/project scheduled will not extend beyond the period of time required by the written contract (if a written contract is applicable to the job) or 5 years from the date of completion of the work for the additional insured, whichever is less, provided that both the CGL coverage and the additional insured endorsement remain continuously in effect with us for that period of time.

- b. Completed operations coverage for owners or lessees on policies covering contractors, or contractors on policies covering subcontractors, is available on an automatic basis when required by written contract. Use **Additional Insured - Owners - Owners, Lessees or Contractors - Limited Completed Operations Coverage - Automatic Status When Required In Construction Agreement With You Endorsement**, as follows below:

**(1) CL CG 20 06 10% of the Products-Completed Operations Annual Premium, subject to a \$1,000 Minimum Annual Premium Charge**

**CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 COMMERCIAL LINES MANUAL  
 DIVISION SIX - GENERAL LIABILITY - RULES**

**RULE 16.  
 ADDITIONAL INTERESTS (cont'd)**

Coverage provided by this endorsement for each additional insured will not extend beyond the period of time required by the written contract, or 2 years from the date of completion of the work for the additional insured, whichever is less, provided that both the CGL coverage and the additional insured endorsement remain continuously in effect with us for that period of time.

- (2) **CL CG 20 05** 20% of the Products-Completed Operations Annual Premium, subject to a **\$1,500 Minimum Annual Premium Charge**

Coverage provided by this endorsement for each additional insured will not extend beyond the period of time required by the written contract, or 5 years from the date of completion of the work for the additional insured, whichever is less, provided that both the CGL coverage and the additional insured endorsement remain continuously in effect with us for that period of time.

**12. Additional Insured - Golf Pro/Pro Shop**

To add the resident golf pro for a country club insured as an additional insured as an additional insured when he or she leases premises from the insured country club to operate a golf pro-shop, provided (a) the golf pro is not an employee and, (b) the primary responsibility of the golf pro is to give golf lessons and operate the pro-shop use **BI CG 62** endorsement. Coverage is limited accordingly and is excess over any other insurance, whether primary, excess, contingent or on any other basis that is general liability insurance covering a golf professional who leases premises to operate a golf shop.

Rates:

| (000s omitted) |              |  | Annual Charge |
|----------------|--------------|--|---------------|
| Occ. Limits    | Aggr. Limits |  |               |
| \$ 300         | \$ 600       |  | \$175         |
| \$ 500         | \$ 500       |  | \$200         |
| \$ 500         | \$ 1,000     |  | \$225         |
| \$ 1,000       | \$ 1,000     |  | \$275         |
| \$ 1,000       | \$ 2,000     |  | \$325         |

**RULE 22.  
 DESCRIPTION OF COMMERCIAL GENERAL LIABILITY COVERAGE**

The following paragraphs are added under C.2. - Refer to Mandatory Multistate Endorsements.

- (1) **Amendment of Primary and Excess Provisions (Additional Insureds) CL CG 01 14.** Attach to all CGL policies.
- (2) **Employment-Related Practices Exclusion:**
  - (a) Attach **CG 21 47** to Comprehensive General Liability Coverage Parts.
  - (b) Attach **CG 29 51** to the Owners And Contractors Protective Liability and to the Pollution Liability Coverage Parts.
- (3) **Abuse or Molestation Exclusion:**  
 Attach **CG 21 46**, Abuse or Molestation Exclusion, to all Comprehensive General Liability Coverage Parts
- (4) **Asbestos Exclusion:**
  - (a) Attach **CL CG 21 08** to all Comprehensive General Liability Coverage Parts.
  - (b) Attach **CL CG 21 09** to all Owners and Contractors Protective Coverage Parts, Railroad Protective Coverage Parts, and Products/Completed Operations Coverage Parts.
- (5) **Silica Exclusion:**
  - (a) Attach **CL CG 21 10** to all Comprehensive General Liability Coverage Parts, except in Louisiana.
  - (b) Attach **CL CG 21 11** to all Owners and Contractors Protective Coverage Parts, Railroad Protective Coverage Parts, and Products/Completed Operations Coverage Parts.
- (6) **Exterior Insulation and Finish System Exclusion**

Attach the following applicable endorsement to exclude coverage for BI and PD included in the Products/Completed Operations hazard and arising out of any design, manufacture, construction, fabrication, preparation, installation, application, maintenance, repair, including remodeling, correction, replacement or service of any Exterior Insulation and Finish System (commonly referred to as synthetic stucco, or EIFS), or any part or portion thereof; or substantially similar systems or any part or portion thereof.

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**RULE 22.  
DESCRIPTION OF COMMERCIAL GENERAL LIABILITY COVERAGE (cont'd)**

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Endorsements:

- (a) Attach **CG 21 86** to all Commercial General Liability Coverage Forms.
- (b) Attach **CG 31 66** to all Owners and Contractors Protective Liability Coverage Forms.

**(7) Lead Exclusion**

To exclude liability arising out of exposure to lead or lead substances, attach the applicable endorsement when below.

- (a) Attach **CL CG 21 45** to all Commercial General Liability Coverage Forms.
- (b) Attach **CL CG 21 46** to all Owners and Contractors Protective Liability Coverage Forms.

**(8) Fungi Or Bacteria Exclusion**

To exclude liability arising out of fungi or bacteria on or within a building or structure, including its contents, attach the following applicable endorsement:

- (a) Attach **CG 21 67** to all Commercial General Liability policies.
- (b) Attach **CG 31 31** to all Owners and Contractors Protective Liability policies.

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**RULE 23.  
COMPANY RATES OR ISO LOSS COSTS**

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**Part D.1.** Increased Limits - Medical Payments is added. A \$ 10,000 Medical Payments option can be selected. Apply a rate of \$ 100 for the additional \$ 5,000 limit.

**Part D.4.** Damage To Premises Rented To You Increased Limits (Subline 334) is added:

Premises operations base limits reflect a Damage To Premises Rented To You Liability limit of \$ 100,000 per fire. This limit, however, shares the policy "each occurrence" and General Aggregate Limit with those other coverages to which such limits apply.

The \$ 100,000 Damage to Premises Rented to You Liability limit does not increase with increases in other limits. An increased limit (excess of \$ 100,000 may be provided). Calculate the premium for the Increased Damage To Premises Rented To You Liability limit in excess of \$ 100,000 as follows:

Apply a rate of **\$1.50** per \$1,000 of the Damage To Premises Rented To You limit in excess of \$100,000 for each structure insured. Enter the increased premium on the premium schedule as a flat charge.

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**RULE 24.  
BASES OF PREMIUM**

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The following is added to paragraph E.2.m.

For premium computation purposes, use \$ 24,000 as the annual individual payroll for executive officers.  
For premium computation purposes, use \$ 24,000 as the annual individual payroll for individual insureds or co-partners.

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**RULE 36.  
DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS**

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**Rule 36 .C., Exclusion Endorsements, is changed as follows:**

- (a) **Rule 24.** does not apply.
- (b) **The following provisions are added as Rule 27:**
  - (a) Liability arising out of a specific activity of an insured, service performed by an insured or work performed by an insured may be excluded by attaching Endorsement **AI CG 97, Exclusion -- Designated Activity, Service or Work**. Use this endorsement when the available ISO exclusion endorsements do not fit the kinds of activities, services or work to be excluded.

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**RULE 36.**

**DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS (cont'd)**

- (b) Liability arising out of intercompany suits may be excluded by attaching Endorsement **AI IL 38, Cross Suits**. Use of this endorsement is limited to policies covering multiple named insureds with exposure to intercompany suits, but only when it is not possible, using standard rating methods, to generate adequate premium for the exposure from suits.
- (c) To exclude garage operations from Comprehensive General Liability coverage, attach **GR CG 00 13, Exclusion -- Garage Operations**. Attach this endorsement when separate Garage Insurance coverage is also written, either with the same company or with another company, to help avoid any overlap in liability coverage between the two coverage forms.
- (d) To exclude injuries or damages arising out of the use, consumption, or exposure to any tobacco product manufactured, sold, handled, distributed by, for, or on behalf of any insured, attach **GR CG 00 14, Tobacco Health Hazard Exclusion**.
- (e) To exclude bodily injury, property damage, or personal injury arising out of any actual or alleged exposure, whether direct or indirect, to electro and/or magnetic and/or electromagnetic fields and/or radiation and/or like or related physical phenomenon, including costs of abatement or mitigation, and any diminution of real and/or personal property, attach **GR CG 21 50, Electromagnetic Fields Exclusion**.
- (f) **UG GL 12, Independent Contractors Conditional Exclusion**. Attach this exclusion to limit coverage for injuries or or damages arising out of the acts of any contractor or subcontractor performing work for the Named Insured unless the following two conditions are met:
  - (1) Certificates of Insurance are obtained from all such contractors or subcontractors providing evidence of General Liability insurance at limits and coverages at least equal to that afforded the Named Insured.
  - (2) Such Certificates of Insurance specify that the Named Insured is named as an additional insured under the contractor's or subcontractor's policy for such limits and coverages as required in (a) above
- (g) **UG GL 09, Contractual Limitation (Amended)**. Attach this endorsement to eliminate coverage for "third party over" lawsuits on contractors resulting from the indemnification clauses of construction contracts. This endorsement redefines "insured contract" to remove any portion which deals with indemnifying another for injuries to the Named Insured's own employees.
- (h) To exclude the exposure from any product processed, packaged, labeled, manufactured, produced, used, owned, stored, sold, handled, controlled or distributed by or on behalf of the insured which contains or is alleged to contain Transmissible Spongiform Encephalopathy or any related diseases (including those referred to as "mad cow" disease), or Foot-And-Mouth Disease, attach the appropriate endorsement(s) **Absolute Exclusion - Transmissible Spongiform Encephalopathies (and Related Diseases) and Foot-And-Mouth Disease CL CG 21 18** (Comprehensive General Liability Coverage Form) or **CL CG 21 19** (Owners & Contractors Protective Liability Coverage Form, Railroad Protective Liability Coverage Form, or the Products/Completed Operations Liability Coverage Form).

Attach to all meat processing risks; butchers; animal slaughtering operations; packing plants; meat distributors; feed stores; feed, grain or hay stores; and farm and ranch stores.

Attach to the following types of risks if an unacceptable exposure is determined to exist:

- (1) Wholesale food distributors, and/or grocery distributors, retail meat stores,
  - (2) Retail meat stores;
  - (3) Health food stores;
  - (4) Restaurants, delicatessens;
  - (5) Caterers, concessionaires; and
  - (6) Any other risk where an unacceptable exposure is determined to exist.
- (i) To exclude the Bodily Injury, Property Damage, Personal and/or Advertising Injury, and/or the Reduction-in-Value exposure arising out of or related to the presence of or exposure to chemicals in any form, including but not limited to chromated copper arsenate, on or from "pressure treated wood", attach the appropriate endorsement(s) **Exclusion -- Pressure Treated Wood CL CG 21 20** (Comprehensive General Liability Coverage Form) or **CL CG 21 21** (Owners & Contractors Protective Liability Coverage Form, Railroad Protective Liability Coverage Form, or the Products/Completed Operations Liability Coverage Form).

Attach to carpentry contractors, landscape contractors, home builders, building materials dealers, home improvement stores, lumber yards, wood preserving risks, churches, schools, municipalities, and any other risk where an unacceptable exposure is determined to exist.
  - (j) To address a construction defects exposure for residential construction contractors and/or residential trade sub-contractors, attach **CL CG 21 29, Exclusion -- Residential Construction, Design, or Development**.

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**RULE 36.**

**DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS (cont'd)**

**CL CG 21 29** excludes Personal Injury/Advertising Injury; and Bodily Injury, Property Damage, Reduction in Value within the Products-Completed Operations Hazard, related to residential construction work, other than for maintenance or repair work on single family dwellings.

Do not include any payroll and/or receipts, as applicable, for such excluded work in the development of the Products-Completed Operations premium.

- (k) To exclude liability for injuries or damages from earth movement and/or subsidence, attach either of the following endorsements:

- (1) To exclude the products-completed operations hazard, attach **CL CG 21 30** Exclusion -- Injury or Damage Related to Movement of Land, Earth, Soil or Mud.

Do not include any payroll and/or receipts, as applicable, for such excluded work in the development of the Products-Completed Operations premium.

- (2) To exclude injury or damage from both ongoing operations and products-completed operations, attach **CL CG 21 31**, Exclusion -- Injury or Damage Related to Movement of Land, Earth, Soil or Mud (All Operations).

Reduction in value is a new term which means any claim, demand, or suit that alleges diminution, impairment or devaluation of property.

- (l) To exclude liability arising out of or caused by exposure to, ingestion of, inhalation of, absorption of, or contact with, gases, fumes, compounds or other harmful emissions or by-products in any form arising out of or caused by welding materials and equipment used in connection with the process of welding or the fusing together of any metals or other materials, attach **Exclusion - Welding Fumes And Other Harmful Welding Emissions Or By-Products Endorsement, CL CG 21 49**.

The attachment of the welding exclusion requires the inclusion of a policyholder notice for a renewal term if the prior period policy period did not contain such an exclusion. Use **CL PN 21 05**.

- m. To exclude liability arising out of the products/completed operations hazard; any supervision, recommendations, warnings or advice given or which should have been given in connection with the insured's products or work; selling, shipping, delivering or installing an incorrect or inappropriate type of product or selling or installing an incorrect or inappropriate type of work, attach **CL CG 21 63**. To exclude only designated products/completed operations, attach **CL CG 21 64**.

**Rule 36. D., is amended to add the following additional rule:**

15. To provide coverage for bodily injury liability, property damage liability, or personal injury liability:

- (1) Arising out of the "sexual abuse" of a person in the care, custody or control of an insured, or
- (2) The negligent employment; investigation; supervision; retention; or reporting to the proper authorities, or the failure to so report; of a person for whom an insured is legally responsible and who commits, or is alleged to have committed, an act of "sexual abuse" against any person while such person is in the care, custody or control of the insured.

attach **CL CG 00 11, Sexual Abuse Liability Endorsement**.

Approval by Home Office Underwriting is required prior to binding any Sexual Abuse Liability Coverage.

"Sexual Abuse" means non-consensual, forced physical sexual behavior, such as rape, sexual assault, or sexualmolestation.

"Bodily Injury" means bodily injury, sickness, disease, shock, mental anguish, mental injury or disability sustained by a person, including care, loss of services or death resulting from any of these.

Sexual Abuse Liability coverage will have its own separate Each Claim and Annual Aggregate liability limits.

Regardless of the number of acts of "sexual abuse", period of time over which such acts occur, or number of persons acted upon, all bodily injury, property damage or personal injury arising out of all such covered acts by one person, or by two or more persons acting together, will be considered one claim, subject to the "Each Claim" limit of liability.

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**RULE 36.  
 DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS (cont'd)**

**Premium**

Pricing for this coverage will be **from 1% - 10% of the final at-limits General Liability premium, subject to an Annual Minimum Premium of \$1,000.** The final percentage used will depend upon the type of risk, location of risk, and the degree of control exercised by the insured in screening and supervising employees, and any volunteers, including, but not limited to, the following:

**(a) Type of business risk.**

The degree of risk increases with the level of responsibility undertaken for the care of persons by certain businesses. Businesses can range from those with almost no exposure to loss from sexual abuse liability (e.g., an office risk with no daycare) to those risks whose business is only the care of persons (e.g., child or adult daycare) to those in-between (e.g., church with limited daycare on Sundays).

**(b) Level of Screening of New Employees**

The level of screening of employees, including, but not limited to, written employment applications, employment interviews, criminal background check for new hires, drug testing for new hires, and outside inspection reports.

**(c) Level of Controls for Existing Employees And/Or Volunteers**

- Number of employees on duty at one time;
- Number of Supervisors on duty at any one time;
- Frequency of criminal background updates;
- Frequency of drug testing for existing employees;
- Number of volunteers used and background checks for same.

**Rule 36.E. Coverage Amendment Endorsements is changed as follows:**

**(A) Paragraph 1. Pollution Exclusion Options, is amended to add the following:**

- d. To add limited pollution coverage for construction contractors who bring larger quantities of pollutants onto a job site attach **CL CG 00 09**, Contractors Limited Pollution Coverage -- "Work Sites" endorsement to the Comprehensive General Liability Coverage Form. This endorsement provides limited pollution liability for BI/PD at or from a work site on which the insured is conducting operations, only if the pollutants are brought to the site in connection with such operations. Coverage for clean-up costs is provided when environmental damage to tangible property occurs.

Attach Arkansas Amendatory endorsement **CL CG 01 09** to all policies. This removes the hostile fire exclusion.

**Liability Limits** - Three optional sub-limits are available for Each Pollution Incident and Aggregate and Defense Costs and Supplemental Payments Incident and Aggregate. The same limit for Pollution and Defense Cost must be used.

**Rates:**

Use the table below to determine premiums when using **CL CG 00 09** - Contractors Limited Pollution Coverage - "Work Sites", (Subline Class Code 90200)

Premiums are per the advisory ranges on the rate table. Pricing contemplates a mandatory **\$ 1,000 deductible** applicable regardless of the limit selected. Premiums are **not** subject to any package discount or other modification. Show flat charge premium on endorsement. **Premium is not subject to audit.**

| Annual Receipts Range<br>(Incl. Subcontracted costs) | Pollution & Defense Limits |           |           |
|--|----------------------------|-----------|-----------|
|  | \$50,000                   | \$100,000 | \$200,000 |
| \$ 4,000,000 or less                                 | 2.0%                       | 3.0%      | 4.0%      |
| \$ 4,000,001 - \$ 7,500,000                          | 3.5%                       | 4.5%      | 5.5%      |
| \$ 7,500,001 - Over                                  | 4.0%                       | 5.0%      | 6.0%      |
| Minimum Premium                                      | \$500                      | \$750     | \$1,000   |
| Maximum Premium Charge                               | \$ 2,500                   |           |           |

Multiply the percentages in the above table by the final premises operations premium.

Add Class Code 90200 for Contractors Limited Pollution Coverage - "Work Sites"

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**RULE 36.**  
**DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS (cont'd)**

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**B.** Paragraph 4. is replaced by the following:

4. The company's right of subrogation against designated persons or organizations may be waived under certain circumstances, prior to a loss, by attaching Waiver Of Transfer Of Rights Of Recovery Against Others To Us Endorsement, **CG 24 04**. Charge a flat premium of **\$50** for each waiver.

**Rule 36. G. Interline Endorsements** is changed to add the following:

10. If two or more CGL, OCP, Liquor Liability, or Employee Benefits Liability policies are issued by us for the same Named Insured, attach endorsement, **CL IL 00 05**, Limitation When Two Or More Coverage Forms Apply, to help avoid the inadvertent stacking of Liability limits on the same occurrence.
11. To complete and/or clarify the policy with regard to the following items at inception or renewal:
  - a. Insured's Name;
  - b. Insured's Mailing Address;
  - c. Covered Property/Locations;
  - d. Classifications / Class Codes;
  - e. Limits / Exposures;
  - f. Premium Determination;
  - g. Fill-in Area(s) of Variable Text Endorsements;
  - h. Additional Interested Parties / Loss Payees;
  - i. Rates;
  - j. Deductibles;
  - k. Insured's Legal Status / Business Of Insured; or
  - l. Forms Applicable,

use Declarations Extension Endorsement **CL IL 00 06**.

12. Under the Railroad Protective Coverage Part, **CG 00 35**, to exclude bodily injury to Railroad passengers, and/or to exclude damage to rolling railroad stock, attach **AI IL 19, Exclusion -- Bodily Injury To Railroad Passengers**, and **AI IL 20, Exclusion -- Rolling Stock -- Railroad Construction**, respectively, with no premium adjustment.

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**RULE 42. ELECTRONIC DATA LIABILITY COVERAGE**

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**Rule 42.** does not apply.

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**RULE 43.**  
**EMPLOYEE BENEFITS LIABILITY COVERAGE**

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The following changes are made:

**Paragraph A. Description Of Employee Benefits Liability Coverage** is changed to add the following:

**3. Deductible**

A deductible of \$1,000 shall apply to all damages sustained by any one person or entity as the result of a single claim.

**Paragraph B.3. Extended Reporting Option** is replaced by the following:

**3. Rating**

Multiply the premium for the most recent expiring policy year by 125% to compute the appropriate charge for the extended reporting period.

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**RULE 43.  
 EMPLOYEE BENEFITS LIABILITY COVERAGE (cont'd)**

Paragraph D. Company Rates is replaced by the following:

Basic Limits: \$ 25,000 per claim/ 50,000 aggregate (\$ 1,000 deductible each claim)

| Limits of Insurance<br>(000s omitted)<br>Occurrence/Aggregate | Rate Per Employee | Annual Minimum Premium |
|---|-------------------|------------------------|
| 25/50   | \$ 0.143          | \$ 155                 |
| 50/100  | \$ 0.180          | \$ 125                 |
| 100/200   | \$ 0.223          | \$ 140                 |
| 100/300   | \$ 0.232          | \$ 165                 |
| 250/500   | \$ 0.252          | \$ 190                 |
| 500/500   | \$ 0.298          | \$ 235                 |
| 500/1,000   | \$ 0.308          | \$ 260                 |
| 1,000/2,000   | \$ 0.333          | \$ 285                 |

**RULE 44.  
 PRODUCT WITHDRAWAL COVERAGE**

Rule 44.A. does not apply.

**RULE 45.  
 LIQUOR LIABILITY COVERAGE**

**C. Rates**

| Class Code | Description  |
|------------|--|
| 70412      | Clubs  |
| 50911      | Manufacturers, Wholesalers and Distributors selling alcoholic beverages for consumption off premises.    |
| 59211      | Package Stores and other retail establishments selling alcoholic beverages for consumption off premises. |
| 58161      | Restaurants, Taverns, Hotels, Motels including package sales   |
| 58168      | Temporary Licenses   |

The following basic limit occurrence rates apply per \$1,000 Gross Sales (Use Increased Limit Table C for Products):

| Code  | Rates  | Minimum Premium |
|-------|--------|-----------------|
| 70412 | \$2.00 | \$200           |
| 50911 | \$0.26 | \$150           |
| 59211 | \$1.30 | \$200           |
| 58161 | \$2.50 | \$200           |
| 58168 | \$2.50 | \$200           |

Paragraph G.5 is replaced by the following:

**G. Liquor Liability Grades**

- The Liquor Liability Numerical Grade is shown in the table below.  
 Citation of Statute: See table below.

**Liquor Liability Grades**

A state designated with a 0 is one in which there is no cause of action against one who supplies, furnishes, vends or sells liquor (the "liquor vendor") for injury, property damage or death caused by an intoxicated person.

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**RULE 45.  
LIQUOR LIABILITY COVERAGE (cont'd)**

A state designated with a number from 1 to 9 imposes moderate liability for the liquor vendor. A cause of action for injury, property damage or death caused by an intoxicated person may be brought against the liquor vendor under certain circumstances. For example, a cause of action may exist if the liquor vendor supplies liquor to a minor, or to a person the liquor vendor knew or should have known was intoxicated, or to a person the liquor vendor has been advised is a known alcohol abuser, or in violation of the state liquor control laws. A special provision (most commonly a limitation on liability) may also apply.

A state designated with the number 10 imposes strict liability for the liquor vendor. A cause of action for injury, property damage or death caused by an intoxicated person may be brought against the liquor vendor, without limitation, because he or she provided liquor to the intoxicated person and death, injury or property damage was the result. In other words, the mere act of furnishing the liquor is deemed the proximate cause of the injury.

Unless stated otherwise in the state exceptions, Code 50911 (Manufacturers, Wholesalers & Distributors) is assigned a grade of 0.

|           | LIQUOR<br>LIABILITY<br>NUMERICAL<br>GRADE | CITATION OF<br>STATE STATUTE/REGULATION         |
|-----------|---|---|
| <b>AL</b> | 10  | ALA CODE Sec. 6-5-70 and 6-5-71                 |
| <b>AZ</b> | 5   | ARIZ. REV. STAT. ANN. Section 4-311             |
| <b>AR</b> | 3   | Ark. Code Ann. Section 3-3-209                  |
| <b>GA</b> | 4   | GA. CODE ANN. Section 51-1-40                   |
| <b>KY</b> | 3   | KY. REV. STAT. ANN. Section 413.241             |
| <b>LA</b> | 3   | LA. REV. STAT. ANN. tit. 9, Section 2800.1      |
| <b>MS</b> | 4   | MISS. CODE ANN. Section 67-3-73                 |
| <b>NM</b> | 5   | N.M. STAT. ANN. Section 41-11-1                 |
| <b>OK</b> | 5 *                                       | OKLA. STATE. tit. 37, Section 537               |
| <b>TN</b> | 3   | TENN. CODE ANN. Section 57-10-101 and 57-10-102 |
| <b>TX</b> | 6   | TEX. ALCO. BEV. CODE Section 2.02               |

\* On Premises grading. Off premises grade is 3.

**RULE 46.  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE**

Rule 46.B. is changed as follows:

- (1) Rule 9. does not apply.
- (2) Rule 10. does not apply.

Rule 46.B. Description of Owners Or Contractors Protective Liability Coverage is changed to add the following:

11. Liability arising out of or caused by exposure to, ingestion of, inhalation of, absorption of, or contact with, gases, fumes, compounds or other harmful emissions or by-products in any form arising out of or caused by welding materials and equipment used in connection with the process of welding or the fusing together of any metals or other materials may be excluded by attaching **Exclusion - Welding Fumes And Other Harmful Welding Emissions Or By-Products Endorsement, CL CG 21 51**.

The attachment of the welding exclusion requires the inclusion of a policyholder notice for a renewal term if the prior policy period did not contain such an exclusion.

Use **CL PN 21 05**.

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**RULE 48.**  
**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE**

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Rule 48.A. is changed as follows:

- (1) Rule 7. does not apply.
- (2) Rule 8. does not apply.

Rule 48.A. Description of Products/Completed Operations Liability Coverage is changed to add the following:

9. Liability arising out of or caused by exposure to, ingestion of, inhalation of, absorption of, or contact with gases, fumes, compounds or other harmful emissions or by-products in any form arising out of or caused by welding materials and equipment used in connection with the process of welding or the fusing together of any metals or other materials may be excluded by attaching **Exclusion - Welding Fumes And Other Harmful Welding Emissions Or By-Products Endorsement, CL CG 21 53.**

The attachment of the welding exclusion requires the inclusion of a policyholder notice for a renewal term if the prior policy period did not contain such an exclusion.

Use **CL PN 21 05.**

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**RULE 49.**  
**RAILROAD PROTECTIVE LIABILITY**

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Rule 49.B. is changed as follows:

Rule 4. does not apply.

Rule 49.B. Description Of Railroad Protective Liability Coverage is changed to add the following:

5. Liability arising out of or caused by exposure to, ingestion of, inhalation of, absorption of, or contact with gases, fumes, compounds or other harmful emissions or by-products in any form arising out of or caused by welding materials and equipment used in connection with the process of welding or the fusing together of any metals or other materials may be excluded by attaching **Exclusion - Welding Fumes And Other Harmful Welding Emissions Or By-Products Endorsement, CL CG 21 52.**

The attachment of the welding exclusion requires the inclusion of a policyholder notice for a renewal term if the prior policy period did not contain such an exclusion.

Use **CL PN 21 05.**

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**RULE 56.  
 INCREASED LIMITS TABLES**

This rule is replaced by the following:

- A. All limits are expressed in thousands of dollars.
- B. Factors shown in **boldface** are manual factors; all others must be referred to company before using.
- C. See state rate pages for applicable Premises/Operations and Products increased limits table assignments by classification code.

**1. Premises/Operations (Subline Code 334) Table 1 - \$100/200 Basic Limit**

| Aggregate    | Per Occurrence      |                     |                     |                     |                     |                     |                     |
|--------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|              | 25                  | 50                  | 100                 | 200                 | 300                 | 500                 | 1,000               |
| <b>\$50</b>  | <b>0.74</b><br>(46) | <b>0.85</b><br>(51) |                     |                     |                     |                     |                     |
| <b>100</b>   | <b>0.75</b><br>(48) | <b>0.87</b><br>(49) | <b>0.99</b><br>(55) |                     |                     |                     |                     |
| <b>200</b>   | <b>0.76</b><br>(48) | <b>0.88</b><br>(51) | <b>1.00</b><br>(96) | <b>1.06</b><br>(60) |                     |                     |                     |
| <b>300</b>   | <b>0.77</b><br>(48) | <b>0.89</b><br>(51) | <b>1.01</b><br>(52) | <b>1.07</b><br>(60) | <b>1.12</b><br>(66) |                     |                     |
| <b>500</b>   |                     | <b>0.91</b><br>(51) | <b>1.03</b><br>(53) | <b>1.09</b><br>(57) | <b>1.14</b><br>(66) | <b>1.19</b><br>(67) |                     |
| <b>600</b>   |                     | <b>0.92</b><br>(51) | <b>1.04</b><br>(55) | <b>1.10</b><br>(58) | <b>1.15</b><br>(64) | <b>1.20</b><br>(70) |                     |
| <b>1,000</b> |                     |                     | <b>1.05</b><br>(54) | <b>1.11</b><br>(59) | <b>1.16</b><br>(66) | <b>1.21</b><br>(68) | <b>1.26</b><br>(71) |
| <b>1,500</b> |                     |                     |                     | <b>1.12</b><br>(60) | <b>1.17</b><br>(66) | <b>1.22</b><br>(69) | <b>1.27</b><br>(73) |
| <b>2,000</b> |                     |                     |                     | <b>1.13</b><br>(60) | <b>1.18</b><br>(66) | <b>1.23</b><br>(70) | <b>1.28</b><br>(73) |
| <b>2,500</b> |                     |                     |                     |                     | <b>1.19</b><br>(66) | <b>1.24</b><br>(70) | <b>1.29</b><br>(73) |
| <b>3,000</b> |                     |                     |                     |                     | <b>1.20</b><br>(66) | <b>1.25</b><br>(70) | <b>1.30</b><br>(72) |

| Aggregate      | Per Occurrence |              |              |              |              |              |              |              |
|----------------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|                | 500            | 1,000        | 1,500        | 2,000        | 3,000        | 4,000        | 5,000        | 10,000       |
| <b>\$1,500</b> |                |              | 1.30<br>(74) |              |              |              |              |              |
| <b>2,000</b>   |                |              | 1.31<br>(74) | 1.33<br>(75) |              |              |              |              |
| <b>2,500</b>   |                |              | 1.32<br>(74) | 1.34<br>(75) |              |              |              |              |
| <b>3,000</b>   |                |              | 1.33<br>(74) | 1.35<br>(75) | 1.39<br>(77) |              |              |              |
| 4,000          | 1.26<br>(70)   | 1.31<br>(73) | 1.34<br>(74) | 1.36<br>(75) | 1.40<br>(77) | 1.43<br>(79) |              |              |
| 5,000          | 1.27<br>(70)   | 1.32<br>(73) | 1.35<br>(74) | 1.37<br>(75) | 1.41<br>(77) | 1.44<br>(79) | 1.47<br>(79) |              |
| 10,000         |                | 1.33<br>(73) | 1.36<br>(74) | 1.38<br>(75) | 1.42<br>(77) | 1.45<br>(79) | 1.48<br>(79) | 1.59<br>(85) |
| 20,000         |                |              |              |              |              |              |              | 1.60<br>(85) |

**Table 56.D.1. Premises/Operations (Subline Code 334) Table 1 - \$100/200 Basic Limit**

CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 COMMERCIAL LINES MANUAL  
 DIVISION SIX - GENERAL LIABILITY - RULES

**RULE 56.**  
**INCREASED LIMITS TABLES (Cont'd)**

**2. Premies/Operations (Subline Code 334) Table 2 - \$100/200 Basic Limit**

| Aggregate | Per Occurrence |              |              |              |              |              |              |
|-----------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|
|           | 25             | 50           | 100          | 200          | 300          | 500          | 1,000        |
| \$50      | 0.73<br>(46)   | 0.83<br>(51) |              |              |              |              |              |
| 100       | 0.74<br>(48)   | 0.86<br>(49) | 0.98<br>(55) |              |              |              |              |
| 200       | 0.75<br>(48)   | 0.87<br>(51) | 1.00<br>(96) | 1.10<br>(60) |              |              |              |
| 300       | 0.76<br>(48)   | 0.88<br>(51) | 1.01<br>(52) | 1.11<br>(60) | 1.19<br>(66) |              |              |
| 500       |                | 0.90<br>(51) | 1.03<br>(53) | 1.13<br>(57) | 1.21<br>(66) | 1.32<br>(67) |              |
| 600       |                | 0.91<br>(51) | 1.04<br>(55) | 1.14<br>(58) | 1.22<br>(64) | 1.33<br>(70) |              |
| 1,000     |                |              | 1.05<br>(54) | 1.15<br>(59) | 1.23<br>(66) | 1.34<br>(68) | 1.46<br>(71) |
| 1,500     |                |              |              | 1.16<br>(60) | 1.24<br>(66) | 1.35<br>(69) | 1.47<br>(73) |
| 2,000     |                |              |              | 1.17<br>(60) | 1.25<br>(66) | 1.36<br>(70) | 1.48<br>(73) |
| 2,500     |                |              |              |              | 1.26<br>(66) | 1.37<br>(70) | 1.49<br>(73) |
| 3,000     |                |              |              |              | 1.27<br>(66) | 1.38<br>(70) | 1.50<br>(72) |

| Aggregate | Per Occurrence |              |              |              |              |              |              |              |
|-----------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|           | 500            | 1,000        | 1,500        | 2,000        | 3,000        | 4,000        | 5,000        | 10,000       |
| \$1,500   |                |              | 1.54<br>(74) |              |              |              |              |              |
| 2,000     |                |              | 1.55<br>(74) | 1.59<br>(75) |              |              |              |              |
| 2,500     |                |              | 1.56<br>(74) | 1.60<br>(75) |              |              |              |              |
| 3,000     |                |              | 1.57<br>(74) | 1.61<br>(75) | 1.67<br>(77) |              |              |              |
| 4,000     | 1.39<br>(70)   | 1.51<br>(73) | 1.58<br>(74) | 1.62<br>(75) | 1.68<br>(77) | 1.73<br>(79) |              |              |
| 5,000     | 1.40<br>(70)   | 1.52<br>(73) | 1.59<br>(74) | 1.63<br>(75) | 1.69<br>(77) | 1.74<br>(79) | 1.78<br>(79) |              |
| 10,000    |                | 1.53<br>(73) | 1.60<br>(74) | 1.64<br>(75) | 1.70<br>(77) | 1.75<br>(79) | 1.79<br>(79) | 1.95<br>(85) |
| 20,000    |                |              |              |              |              |              |              | 1.96<br>(85) |

**Table 56.D.2. Premises/Operations (Subline Code 334) Table 2 - \$100/200 Basic Limit**

CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 COMMERCIAL LINES MANUAL  
 DIVISION SIX - GENERAL LIABILITY - RULES

**RULE 56.**  
**INCREASED LIMITS TABLES (Cont'd)**

**3. Premies/Operations (Subline Code 334) Table 3 - \$100/200 Basic Limit**

| Aggregate | Per Occurrence |              |              |              |              |              |              |
|-----------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|
|           | 25             | 50           | 100          | 200          | 300          | 500          | 1,000        |
| \$50      | 0.70<br>(46)   | 0.80<br>(51) |              |              |              |              |              |
| 100       | 0.71<br>(48)   | 0.83<br>(49) | 0.97<br>(55) |              |              |              |              |
| 200       | 0.72<br>(48)   | 0.84<br>(51) | 1.00<br>(96) | 1.17<br>(60) |              |              |              |
| 300       | 0.73<br>(48)   | 0.85<br>(51) | 1.01<br>(52) | 1.18<br>(60) | 1.31<br>(66) |              |              |
| 500       |                | 0.87<br>(51) | 1.03<br>(53) | 1.20<br>(57) | 1.33<br>(66) | 1.53<br>(67) |              |
| 600       |                | 0.88<br>(51) | 1.04<br>(55) | 1.21<br>(58) | 1.34<br>(64) | 1.54<br>(70) |              |
| 1,000     |                |              | 1.05<br>(54) | 1.22<br>(59) | 1.35<br>(66) | 1.55<br>(68) | 1.82<br>(71) |
| 1,500     |                |              |              | 1.23<br>(60) | 1.36<br>(66) | 1.56<br>(69) | 1.83<br>(73) |
| 2,000     |                |              |              | 1.24<br>(60) | 1.37<br>(66) | 1.57<br>(70) | 1.84<br>(73) |
| 2,500     |                |              |              |              | 1.38<br>(66) | 1.58<br>(70) | 1.85<br>(73) |
| 3,000     |                |              |              |              | 1.39<br>(66) | 1.59<br>(70) | 1.86<br>(72) |

| Aggregate | Per Occurrence |              |              |              |              |              |              |              |
|-----------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|           | 500            | 1,000        | 1,500        | 2,000        | 3,000        | 4,000        | 5,000        | 10,000       |
| \$1,500   |                |              | 1.99<br>(74) |              |              |              |              |              |
| 2,000     |                |              | 2.00<br>(74) | 2.10<br>(75) |              |              |              |              |
| 2,500     |                |              | 2.01<br>(74) | 2.11<br>(75) |              |              |              |              |
| 3,000     |                |              | 2.02<br>(74) | 2.12<br>(75) | 2.26<br>(77) |              |              |              |
| 4,000     | 1.60<br>(70)   | 1.87<br>(73) | 2.03<br>(74) | 2.13<br>(75) | 2.27<br>(77) | 2.39<br>(79) |              |              |
| 5,000     | 1.61<br>(70)   | 1.88<br>(73) | 2.04<br>(74) | 2.14<br>(75) | 2.28<br>(77) | 2.40<br>(79) | 2.49<br>(79) |              |
| 10,000    |                | 1.89<br>(73) | 2.05<br>(74) | 2.15<br>(75) | 2.29<br>(77) | 2.41<br>(79) | 2.50<br>(79) | 2.82<br>(85) |
| 20,000    |                |              |              |              |              |              |              | 2.83<br>(85) |

**Table 56.D.3. Premises/Operations (Subline Code 334) Table 3 - \$100/200 Basic Limit**

CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 COMMERCIAL LINES MANUAL  
 DIVISION SIX - GENERAL LIABILITY - RULES

**RULE 56.**  
**INCREASED LIMITS TABLES (Cont'd)**

**4. Products/Completed Operations (Subline Code 336) Table A - \$100/200 Basic Limit**

| Aggregate | Per Occurrence |              |              |              |              |              |              |
|-----------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|
|           | 25             | 50           | 100          | 200          | 300          | 500          | 1,000        |
| \$50      | 0.78<br>(46)   | 0.86<br>(51) |              |              |              |              |              |
| 100       | 0.79<br>(48)   | 0.89<br>(49) | 0.98<br>(55) |              |              |              |              |
| 200       | 0.80<br>(48)   | 0.90<br>(51) | 1.00<br>(96) | 1.07<br>(60) |              |              |              |
| 300       | 0.81<br>(48)   | 0.91<br>(51) | 1.01<br>(52) | 1.08<br>(60) | 1.13<br>(66) |              |              |
| 500       |                | 0.93<br>(51) | 1.03<br>(53) | 1.10<br>(57) | 1.15<br>(66) | 1.22<br>(67) |              |
| 600       |                | 0.94<br>(51) | 1.04<br>(55) | 1.11<br>(58) | 1.16<br>(64) | 1.23<br>(70) |              |
| 1,000     |                |              | 1.05<br>(54) | 1.12<br>(59) | 1.17<br>(66) | 1.24<br>(68) | 1.31<br>(71) |
| 1,500     |                |              |              | 1.13<br>(60) | 1.18<br>(66) | 1.25<br>(69) | 1.32<br>(73) |
| 2,000     |                |              |              | 1.14<br>(60) | 1.19<br>(66) | 1.26<br>(70) | 1.33<br>(73) |
| 2,500     |                |              |              |              | 1.20<br>(66) | 1.27<br>(70) | 1.34<br>(73) |
| 3,000     |                |              |              |              | 1.21<br>(66) | 1.28<br>(70) | 1.35<br>(72) |

| Aggregate | Per Occurrence |              |              |              |              |              |              |              |
|-----------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|           | 500            | 1,000        | 1,500        | 2,000        | 3,000        | 4,000        | 5,000        | 10,000       |
| \$1,500   |                |              | 1.37<br>(74) |              |              |              |              |              |
| 2,000     |                |              | 1.38<br>(74) | 1.41<br>(75) |              |              |              |              |
| 2,500     |                |              | 1.39<br>(74) | 1.42<br>(75) |              |              |              |              |
| 3,000     |                |              | 1.40<br>(74) | 1.43<br>(75) | 1.48<br>(77) |              |              |              |
| 4,000     | 1.29<br>(70)   | 1.36<br>(73) | 1.41<br>(74) | 1.44<br>(75) | 1.49<br>(77) | 1.54<br>(79) |              |              |
| 5,000     | 1.30<br>(70)   | 1.37<br>(73) | 1.42<br>(74) | 1.45<br>(75) | 1.50<br>(77) | 1.55<br>(79) | 1.59<br>(79) |              |
| 10,000    |                | 1.38<br>(73) | 1.43<br>(74) | 1.46<br>(75) | 1.51<br>(77) | 1.56<br>(79) | 1.60<br>(79) | 1.71<br>(85) |
| 20,000    |                |              |              |              |              |              |              | 1.72<br>(85) |

**Table 56.D.4. Products/Completed Operations (Subline Code 336) Table A - \$100/200 Basic Limit**

CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 COMMERCIAL LINES MANUAL  
 DIVISION SIX - GENERAL LIABILITY - RULES

**RULE 56.**  
**INCREASED LIMITS TABLES (Cont'd)**

**5. Products/Completed Operations (Subline Code 336) Table B - \$100/200 Basic Limit**

| Aggregate | Per Occurrence |              |              |              |              |              |              |
|-----------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|
|           | 25             | 50           | 100          | 200          | 300          | 500          | 1,000        |
| \$50      | 0.72<br>(46)   | 0.79<br>(51) |              |              |              |              |              |
| 100       | 0.74<br>(48)   | 0.85<br>(49) | 0.95<br>(55) |              |              |              |              |
| 200       | 0.75<br>(48)   | 0.86<br>(51) | 1.00<br>(96) | 1.13<br>(60) |              |              |              |
| 300       | 0.76<br>(48)   | 0.87<br>(51) | 1.01<br>(52) | 1.15<br>(60) | 1.25<br>(66) |              |              |
| 500       |                | 0.89<br>(51) | 1.03<br>(53) | 1.17<br>(57) | 1.27<br>(66) | 1.41<br>(67) |              |
| 600       |                | 0.90<br>(51) | 1.04<br>(55) | 1.18<br>(58) | 1.28<br>(64) | 1.43<br>(70) |              |
| 1,000     |                |              | 1.05<br>(54) | 1.19<br>(59) | 1.29<br>(66) | 1.44<br>(68) | 1.62<br>(71) |
| 1,500     |                |              |              | 1.20<br>(60) | 1.30<br>(66) | 1.45<br>(69) | 1.63<br>(73) |
| 2,000     |                |              |              | 1.21<br>(60) | 1.31<br>(66) | 1.46<br>(70) | 1.64<br>(73) |
| 2,500     |                |              |              |              | 1.32<br>(66) | 1.47<br>(70) | 1.65<br>(73) |
| 3,000     |                |              |              |              | 1.33<br>(66) | 1.48<br>(70) | 1.66<br>(72) |

| Aggregate | Per Occurrence |              |              |              |              |              |              |              |
|-----------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|           | 500            | 1,000        | 1,500        | 2,000        | 3,000        | 4,000        | 5,000        | 10,000       |
| \$1,500   |                |              | 1.74<br>(74) |              |              |              |              |              |
| 2,000     |                |              | 1.75<br>(74) | 1.82<br>(75) |              |              |              |              |
| 2,500     |                |              | 1.76<br>(74) | 1.83<br>(75) |              |              |              |              |
| 3,000     |                |              | 1.77<br>(74) | 1.84<br>(75) | 1.94<br>(77) |              |              |              |
| 4,000     | 1.49<br>(70)   | 1.67<br>(73) | 1.78<br>(74) | 1.85<br>(75) | 1.95<br>(77) | 2.04<br>(79) |              |              |
| 5,000     | 1.50<br>(70)   | 1.68<br>(73) | 1.79<br>(74) | 1.86<br>(75) | 1.96<br>(77) | 2.05<br>(79) | 2.12<br>(79) |              |
| 10,000    |                | 1.69<br>(73) | 1.80<br>(74) | 1.87<br>(75) | 1.97<br>(77) | 2.06<br>(79) | 2.13<br>(79) | 2.36<br>(85) |
| 20,000    |                |              |              |              |              |              |              | 2.37<br>(85) |

**Table 56.D.5. Products/Completed Operations (Subline Code 336) Table B - \$100/200 Basic Limit**

CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 COMMERCIAL LINES MANUAL  
 DIVISION SIX - GENERAL LIABILITY - RULES

**RULE 56.**  
**INCREASED LIMITS TABLES (Cont'd)**

**6. Products/Completed Operations (Subline Code 336) Table C - \$100/200 Basic Limit**

| Aggregate | Per Occurrence |              |              |              |              |              |              |
|-----------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|
|           | 25             | 50           | 100          | 200          | 300          | 500          | 1,000        |
| \$50      | 0.69<br>(46)   | 0.76<br>(51) |              |              |              |              |              |
| 100       | 0.71<br>(48)   | 0.82<br>(49) | 0.92<br>(55) |              |              |              |              |
| 200       | 0.72<br>(48)   | 0.84<br>(51) | 1.00<br>(96) | 1.15<br>(60) |              |              |              |
| 300       | 0.73<br>(48)   | 0.85<br>(51) | 1.01<br>(52) | 1.21<br>(60) | 1.31<br>(66) |              |              |
| 500       |                | 0.87<br>(51) | 1.03<br>(53) | 1.23<br>(57) | 1.37<br>(66) | 1.53<br>(67) |              |
| 600       |                | 0.88<br>(51) | 1.04<br>(55) | 1.24<br>(58) | 1.38<br>(64) | 1.57<br>(70) |              |
| 1,000     |                |              | 1.05<br>(54) | 1.25<br>(59) | 1.39<br>(66) | 1.60<br>(68) | 1.86<br>(71) |
| 1,500     |                |              |              | 1.26<br>(60) | 1.40<br>(66) | 1.61<br>(69) | 1.89<br>(73) |
| 2,000     |                |              |              | 1.27<br>(60) | 1.41<br>(66) | 1.62<br>(70) | 1.90<br>(73) |
| 2,500     |                |              |              |              | 1.42<br>(66) | 1.63<br>(70) | 1.91<br>(73) |
| 3,000     |                |              |              |              | 1.43<br>(66) | 1.64<br>(70) | 1.92<br>(72) |

| Aggregate | Per Occurrence |              |              |              |              |              |              |              |
|-----------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
|           | 500            | 1,000        | 1,500        | 2,000        | 3,000        | 4,000        | 5,000        | 10,000       |
| \$1,500   |                |              | 2.06<br>(74) |              |              |              |              |              |
| 2,000     |                |              | 2.07<br>(74) | 2.18<br>(75) |              |              |              |              |
| 2,500     |                |              | 2.08<br>(74) | 2.19<br>(75) |              |              |              |              |
| 3,000     |                |              | 2.09<br>(74) | 2.20<br>(75) | 2.35<br>(77) |              |              |              |
| 4,000     | 1.65<br>(70)   | 1.93<br>(73) | 2.10<br>(74) | 2.21<br>(75) | 2.36<br>(77) | 2.48<br>(79) |              |              |
| 5,000     | 1.66<br>(70)   | 1.94<br>(73) | 2.11<br>(74) | 2.22<br>(75) | 2.37<br>(77) | 2.49<br>(79) | 2.58<br>(79) |              |
| 10,000    |                | 1.95<br>(73) | 2.12<br>(74) | 2.23<br>(75) | 2.38<br>(77) | 2.50<br>(79) | 2.60<br>(79) | 2.92<br>(85) |
| 20,000    |                |              |              |              |              |              |              | 2.93<br>(85) |

**Table 56.D.5. Products/Completed Operations (Subline Code 336) Table C - \$100/200 Basic Limit**

**CONTINENTAL WESTERN INSURANCE COMPANY  
 UNION INSURANCE COMPANY  
 ACADIA INSURANCE COMPANY  
 COMMERCIAL LINES MANUAL  
 DIVISION SIX - GENERAL LIABILITY - RULES**

**RULE 56.  
 INCREASED LIMITS TABLES (Cont'd)**

**7. Railroad Protective Liability (Subline Code 335) - \$100/300 Basic Limit**

These factors MUST be referred to company before using.

| Per Occurrence/<br>Aggregate | Factors             |       |       |       |
|------------------------------|---------------------|-------|-------|-------|
|                              | Classification Code |       |       |       |
|                              | 40006               | 40011 | 40012 | 40013 |
| \$ 25/75                     | 0.69                | 0.63  | 0.63  | 0.63  |
| 50/150                       | 0.86                | 0.85  | 0.85  | 0.85  |
| 100/300                      | 1.00                | 1.00  | 1.00  | 1.00  |
| 150/500                      | 1.10                | 1.12  | 1.12  | 1.12  |
| 300/1,000                    | 1.26                | 1.33  | 1.33  | 1.33  |
| 500/1,500                    | 1.40                | 1.54  | 1.54  | 1.54  |
| 1,000/3,000                  | 1.68                | 1.96  | 1.96  | 1.96  |
| 1,500/5,000                  | 1.95                | 2.34  | 2.34  | 2.34  |
| 2,000/6,000                  | 2.21                | 2.68  | 2.68  | 2.68  |

**Table 56D.7. Railroad Protective Liability (Subline Code 335) - \$100/300 Basic Limit**

**ADDITIONAL COMPANY RULES**

**ENHANCEMENT ENDORSEMENTS**

**1. General Liability Enhancement Endorsement**

A. This endorsement provides an enhanced package of additional coverages to the Commercial General Liability Coverage Form. This enhancement will be available to any GL insured for which we do not have a more specific enhancement endorsement. Eleven additional coverages are provided by this endorsement, as follows:

- (1) Miscellaneous Additional Insureds
- (2) Expected Or Intended Injury
- (3) Knowledge Of Occurrence
- (4) Legal Liability - Damage To Premises
- (5) \$10,000 Medical Payments
- (6) Mobile Equipment Redefined
- (7) Newly Formed Or Acquired Organizations - Extended Period Of Coverage
- (8) Non-Owned Watercraft Increased to 26 Feet Overall Length
- (9) Property Damage - Elevators
- (10) Supplementary Payments - Increased Limits For Bail Bonds and Loss Of Earnings
- (11) Unintentional Omission in Disclosure

B. Use **CL CG 04 42** General Liability Endorsement

C. Premium: Charge **\$100** flat premium per policy period.

**2. Contractor's Advantage Endorsement**

A. The Contractor's Advantage Endorsement builds upon the General Liability Enhancement Endorsement **CL CG 04 42**, but with the following changes:

- (1) The Miscellaneous Additional Insureds are:
  - a. Managers or Lessors of Premises
  - b. Lessor Of Equipment

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**ENHANCEMENT ENDORSEMENTS (cont'd)**

- c. Controlling Interest
  - d. Owners Or Contractors For Whom You Are Performing Ongoing Operations
  
- (2) The Property Damage - Elevators provision is not part of the Contractor's Advantage Endorsement.
  
- (3) Joint Venture / Partnership / Limited Liability Company coverage is provided automatically but only for the named insured's interest in such entities which have terminated or ended prior to or during the current policy period. Coverage does not apply if other valid and collectible insurance has been purchased specifically to insure such entities, nor to any such entities which have been insured under any consolidated wrap-up programs.
  
- (4) Waiver Of Subrogation that is required because of a written contract has been added.
  
- (5) Aggregate Limits of Insurance For Construction Projects are provided for single construction projects away from owned or rented premises equal to the General Aggregate limit, but subject to a maximum cap for all damages to a maximum cap for all damages from all ongoing construction projects of either:
  - a. \$5,000,000 per annual policy period, or
  - b. \$10,000,000 per annual policy period.
  
- B. Forms Applicable**
  - (1) With \$5,000,000 Aggregate Limits: Use **CL CG 04 43**
  - (2) With \$10,000,000 Aggregate Limits: Use **CL CG 04 46**
  
- C. Premium Charges:**
  - (1) With \$5,000,000 Per Project Aggregate Limits:  
1.00% of the Premises/Operations premium, subject to a minimum annual premium of **\$300**.
  
  - (2) With \$10,000,000 Per Project Aggregate Limits:  
1.50% of the Premises/Operations premium, subject to a minimum annual premium of **\$500**.

**3. Manufacturer's Advantage Endorsement**

- A. This endorsement also builds upon the General Liability Enhancement Endorsement, **CL CG 04 42**, by adding four extensions specific to manufacturers. The Miscellaneous Additional Insureds are the same, except that Grantor Of License replaces the State, Municipality Or Other Political Subdivisiois provision.

The four extensions are:

- (1) Additional Insured - Vendors - Automatic Status When Required in Written Contract will pick up vendors which sell or distribute the insured's products in the normal course of business, where required by written contract.
  
  - (2) Employed Nurses, EMT's and Paramedics are covered for professional services rendered in the course of employment by the insured.
  
  - (3) Limited Product Withdrawal Expense is provided for a limit of \$25,000 with a deductible of \$250. There is no participation percentage and no cut-off date. Coverage is similar to the ISO endorsement of the same name CG 04 36.
  
  - (4) Property Damage - Patterns, Molds and Dies provides \$25,000 coverage for patterns, molds and dies of others in the insured's care, custody or control provided these are not being used to perform operations at the time of loss. Coverage is excess over any more specific property or inland marine coverage available to the insured.
  
- B. Use form **CL CG 04 44**, Manufacturer's Advantage Endorsement.
  
- C. Premium: **2%** of the sum of the Premises/Operations and Products/ Completed Operations premiums, subject to minimum annual premium of **\$200**. premium of **\$200**.

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**EXPANDED PROPERTY DAMAGE COVERAGE**

- A. This endorsement provides limited coverage for property in the care, custody and control of eligible insureds engaged in the contracting business.
- B. Use Form **GR CG 32**.
- C. Charge a final rate of \$1.00/\$1,000 of payroll for each applicable class on the policy. No further adjustments are applicable.
- D. Electrical Contractors Program
  - 1. May use form **GR CG 32** that provides \$5,000 Limit of Insurance, at the rate shown in **C**.
  - 2. May use form **CL CG 04 47** that provides \$50,000 Limit of Insurance.
    - a. Charge a final rate of \$1.25/1,000 of payroll for each applicable class on the policy. No further adjustments are applicable.
    - b. \$250 Minimum Premium applies.

**BROAD FORM PRODUCTS COVERAGE**

To provide broad form products coverage for auto repair shop risks (class code 10073) with a \$500 deductible per occurrence, attach **CL CG 00 23** Broad Form Products Coverage.

The limit of coverage is subject to **Section III** Limits of Insurance and a \$500 deductible applies.

Premium Charge 5% of the liability premium for Automobile Repair or Service Shops (10073).

**EXTENSION OF COVERAGE -- CO-EMPLOYEE**

- A. This endorsement amends the exclusion in the General Liability Coverage Form pertaining to co-employees.
- B. Use Form **AI CG 67**, Extension Of Coverage -- Co-Employee.  
Coverage may be blanket (all employees) or for designated persons or positions on the schedule.
- C. Premium Development  
  
Blanket basis - Charge 10% of the final general liability premium, subject to a minimum premium . Charge **\$250**.  
  
Named individual/position - \$ 35 basic limits rate per person/position. Use Increased Limits Table 2.

**HOSPITALITY ENHANCEMENT ENDORSEMENT**

- A. This form provides a set of coverage enhancements for insureds in the Hotel/Motel, Inn or Bed & Breakfast Businesses.  
Coverage is broadened for Notice of Occurrence/ Knowledge of Occurrence & Unintentional Omission; Aggregate Limit per Location; Increases on Supplementary Payments; Extended Period of Coverage for Newly Acquired or Formed Organizations; Blanket Waiver of Subrogation; Increased Medical Payments to \$10,000 and Nonowned Watercraft up to 51 feet.
- B. Use form **GR CG 36**. Note that this endorsement attaches to the CGL Coverage Form **CG 00 01**.
- C. Rates:
  - \$ 100** flat charge for 1 to 5 insured locations.
  - \$ 200** flat charge for 6 to 10 insured locations.
  - \$ 300** flat charge for 11 or more insured locations.

**JANITORIAL SERVICES AMENDED PROPERTY DAMAGE COVERAGE**

To provide Property Damage Liability coverage for janitorial services risks for property in the insured's care, custody or control, attach **CL CG 00 08**, Janitorial Services -- General Liability Enhancement endorsement to the Comprehensive General Liability Coverage Form.

The limit of coverage is \$100,000 occurrence/\$200,000 aggregate. A \$250 deductible applies to this endorsement unless a higher deductible is requested under endorsement **CG 03 00**.

Premium: A flat charge of **\$50.00** applies to this endorsement

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**MISCELLANEOUS - RATING PROCEDURE FOR DELETION OF FRINGE COVERAGES**

This procedure does not apply to exclusions required by classification table footnotes. Manual rates for affected classifications contemplate exclusion of the specific coverage or hazard.

| <b>Exclusion Form No.</b> | <b>Fringe Coverage Being Deleted</b>         | <b>Amount of Credit</b> |
|---------------------------|--|-------------------------|
| CG 21 35                  | Exclusion - Medical Payments                 | 2.0%                    |
| CG 21 36                  | Exclusion - New Entities                     | 1.0%                    |
| CG 21 37                  | Exclusion - Employees and Volunteers         | 1.0%                    |
| CG 21 38                  | Exclusion - Personal and Advertising Injury  | 3.0%                    |
| CG 21 39                  | Contractual Liability Limitation             | 2.0%                    |
| CG 21 42                  | Exclusion - X, C, U Hazards                  | 2% each hazard          |
| CG 21 45                  | Exclusion - Damage To Premises Rented To You | 1.0%                    |

The credit applies to the basic limits loss rate (loss costs x loss costs multiplier).

**RECREATIONAL VEHICLE PARK OPERATOR ENDORSEMENT**

**1. Description of Coverage**

Commercial General Liability coverage may be enhanced by the attachment of the endorsement shown in 2. below. This enhancement provides a \$10,000 extension of coverage for property damage liability to:

- (a) auto(s) not owned, leased, rented or borrowed while the recreational vehicle park operator is moving such auto(s) on the park premises
- (b) watercraft not owned, leased, rented or borrowed while the recreational vehicle park operator is moving, launching or retrieving such watercraft in his operations as a recreational vehicle park operator.

However, coverage is not extended for the storage, service, repair or safekeeping of such autos or watercraft.

"Recreational Vehicle Park" includes campgrounds.

**2. Form:** Use **CL CG 01 02**

**3. Eligibility:** Any Recreational Vehicle Park Operator or Campground Operator insured under a Comprehensive General Liability Coverage Form, and which meets Company underwriting guidelines.

**4. Premium Charge:** **\$ 25 Flat Premium**

**LAND LEASED TO OTHER FOR HUNTING**

1. Coverage is extended to cover bodily injury or property damage from leasing or rental of the "location" for hunting wild birds or game for food or sport. The loss cost depends on the amount of receipts and number of hunters. No coverage will be offered for day/weekend lease situations. The Loss Costs below are for basic limits coverage. For higher limits, apply the increased limit factors.

| # of Hunters | Loss Costs per \$1,000 of receipts |
|--------------|------------------------------------|
| 1-4          | <b>\$35.00</b>                     |
| 5-8          | <b>\$40.00</b>                     |
| 9 or More    | <b>\$45.00</b>                     |

2. Use Endorsement **CL FL 01 07**.

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**THE FOLLOWING ERRORS AND OMISSIONS / PROFESSIONAL LIABILITY COVERAGES ARE AVAILABLE:**

**A. CONDOMINIUM DIRECTORS & OFFICERS LIABILITY INSURANCE (CLAIMS-MADE)**

1. This coverage provides protection when an insured is obligated to pay for damage incurred due to negligent acts, errors or omissions, or breach of duty of any director or officer while acting in their capacity as such. An extended discovery period may be provided.
2. Use **GR CG 04**. For Extended Discovery Period, use **GR CG 05**.
3. Attach mandatory endorsement **CL CG 99 06**, Arkansas Changes, to all policies. This removes the Extended Discovery Provision.
4. A self-insured retention may apply - enter amount on the declarations page, section A.
5. Rates

Basic Limits of \$ 300,000 each claim/\$300,000 aggregate

**100% Residential Condominiums**

|                  |                 |        |
|------------------|-----------------|--------|
| Rates per unit - | 1 - 20 units    | \$6.25 |
|                  | 21 - 50 units   | \$5.00 |
|                  | 51 - 90 units   | \$4.00 |
|                  | 91 - 125 units  | \$3.25 |
|                  | 126 - 200 units | \$2.75 |
|                  | Over 200 units  | \$1.00 |

**Minimum Premium Per Location: \$ 100**

**Increased Limit Factors**

|                                   |
|-----------------------------------|
| \$ 500,000/\$ 500,000 - 1.150     |
| \$ 1,000,000/\$ 1,000,000 - 1.300 |

**100% Commercial Condominiums**

Apply a factor of 0.80 to the developed Habitational rates above. Same Minimum Premium applies.

**Combination Commercial and Habitational Condominiums**

Surcharge Habitational rates by the following. Same Minimum Premium applies.

|                            |           |
|----------------------------|-----------|
| Percent of Commercial Area | Surcharge |
| Up to 5%                   | 5.0%      |
| 6% to 10%                  | 7.5%      |
| Over 10%                   | 10.0%     |

**Extended Discovery Period**

Charge 25% of the last year's policy premium.

**B. MORTICIANS AND FUNERAL DIRECTORS PROFESSIONAL LIABILITY COVERAGE**

1. This insurance protects the insured for various acts related to the professional services of a funeral director or mortician. Coverage is afforded on an occurrence basis.
2. Use Form **CH CG 07**.
3. Increased Limits - Use Premises Operations Table 2.
4. Rates - See schedule for basic limits of \$ 100,000/ \$ 200,000. Premium is not subject to any package modification.

|                     |              |
|---------------------|--------------|
| Number of Funerals* | Flat Premium |
| 1 to 50             | \$ 60        |
| 51 to 100           | \$ 120       |
| 101 and above       | \$ 180       |

\* (Refer to coverage form where premium basis mentions "bodies")

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**C. PASTORAL COUNSELING FOR RELIGIOUS INSTITUTIONS**

1. This insurance protects the insured for covered damages arising out of the rendering or failure to render "pastoral counseling" services as a member of the clergy. Eligible risks are mainline churches, synagogues or other houses of worship. Not applicable for schools, medical or mental health treatment centers, substance abuse recovery centers or similar institutions.
2. "Pastoral counseling" services means the furnishing of advice or guidance by a member of the clergy to another person through consultations or communications not involving publishing or broadcasting.
3. Use Form **CG FI 05**, Pastoral Counseling For Religious Institutions. Note this endorsement attaches to the CGL Coverage Form CG 00 01, to which the appropriate Employment-Related Practices Exclusion and Abuse Or Molestation Exclusion endorsements will also be attached.
4. Rates. See table below for available limits. Coverage is written on an occurrence/aggregate basis.

| Limits (000s Omitted) |          | Per Clergy Member | Min. Premiums |
|-----------------------|----------|-------------------|---------------|
| Occur.                | Aggr.    |                   |               |
| \$ 300                | \$ 600   | \$35              | \$100         |
| \$ 500                | \$ 500   | 50                | \$100         |
| \$ 500                | \$ 1,000 | 60                | \$125         |
| \$ 1,000              | \$ 2,000 | 75                | \$150         |

**D. PRINTERS ERRORS AND OMISSIONS INSURANCE**

1. This insurance provides protection for the insured's legal liability arising out of error or omissions arising out of designated printing services. See schedule of limits available.
2. Use Form **AI CG 56**.
3. Minimum Premium - \$ 50.
4. Rates - Premium is not subject to any package modification.

| Limits - Occurrence/Aggregate | Rate per \$ 1,000.00 of Receipts |
|-------------------------------|----------------------------------|
| \$ 300,000/ \$ 600,000        | \$0.100                          |
| \$ 500,000/ \$ 1,000,000      | \$0.120                          |
| \$ 1,000,000/ \$ 2,000,000    | \$0.140                          |

**MISDELIVERY OF SCHEDULE PRODUCTS**

The CL CG 00 31, Misdelivery of Scheduled Products Coverage, is used to add "bodily injury" or "property damage" arising out of:

1. The delivery of any product shown in the schedule into a wrong receptacle or to a wrong address; or
2. The erroneous delivery of any product shown in the schedule for a similar product by an "auto".

If the "bodily injury" or "property damage" occurs after such operations have been completed or abandoned at the site of delivery.

Operations which may require further service, maintenance, correction, repair or replacement of performance at the wrong address or because of any error, defect or deficiency, but which are otherwise completed, will be deemed completed.

Premium: (a)-rated (Suggested (a)-rate is \$ 1 - 5,000 depended on number of products or type of products listed)

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**DEVIATION OF ISO LOSS COSTS RELATING TO AUTO SERVICE RISKS:**

Due to the conversion of Garage Service Risks to the General Liability manual, the Company wishes to deviate the following General Liability loss costs (Multiply the ISO loss cost by the following factors):

| Class | Description      | Loss Costs |
|-------|------------------|------------|
| 13455 | Gas Self/Full    | \$ 0.50    |
| 13454 | Gas Self         | \$ 0.50    |
| 13453 | Gas Full         | \$ 0.58    |
| 18616 | Tire Dealers     | \$ 1.11    |
| 10072 | Quick Lube       | \$ 0.50    |
| 10367 | Car Wash         | \$ 0.70    |
| 10073 | Auto Repair Shop | \$ 0.50    |

**SELF-STORAGE FACILITY OPTIONS**

For Self-Storage Facility risks, the Company offers two additional coverage options:

- Customers' Property Legal Liability Coverage** - provides property damage liability coverage for personal property in the care, custody or control of the insured only while at the insured's self-storage facility premises shown in the Declarations. The specified limit applies separately at each of the insured's self-storage facility premises only if shown in the Declarations. A stated deductible applies to each occurrence.

Rating: Minimum Premium, \$ 50 per location

| Limit     | Loss Cost per Individual Storage Unit |       |       |       |
|-----------|---------------------------------------|-------|-------|-------|
|           | Deductible per occurrence             |       |       |       |
|           | 500                                   | 1,000 | 2,500 | 5,000 |
| 50,000    | 0.20                                  | 0.16  | 0.12  | 0.08  |
| 100,000   | 0.40                                  | 0.32  | 0.24  | 0.16  |
| 250,000   | 0.85                                  | 0.68  | 0.51  | 0.34  |
| 500,000   | 1.75                                  | 1.40  | 1.05  | 0.70  |
| 1,000,000 | 2.75                                  | 2.20  | 1.65  | 1.10  |

- Sale and Disposal Legal Liability Coverage** - provides coverage for all damages that the insured becomes legally obligated to pay because of acts or omissions arising out of a 'lock-out' or the sale, removal or disposal of customers' customers' property, in the course of "sale and disposal operations". A stated deductible applies per occurrence.

Rating: Minimum Premium, \$ 50 per location

| Limit     | Loss Cost per Individual Storage Unit |       |       |       |
|-----------|---------------------------------------|-------|-------|-------|
|           | Deductible per occurrence             |       |       |       |
|           | 500                                   | 1,000 | 2,500 | 5,000 |
| 50,000    | 0.10                                  | 0.10  | 0.09  | 0.08  |
| 100,000   | 0.15                                  | 0.14  | 0.14  | 0.12  |
| 250,000   | 0.30                                  | 0.29  | 0.27  | 0.24  |
| 500,000   | 0.50                                  | 0.48  | 0.45  | 0.40  |
| 1,000,000 | 0.80                                  | 0.76  | 0.72  | 0.64  |

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**INDIVIDUAL RISK MODIFICATION PLAN**

**A. Eligibility**

1. Any risk that develops an annual premium of \$ 500, after application of the plan, excluding premiums for coverages not eligible under the plan. The plan can be used for monoline business or package policies but not as a duplication.
2. **Eligible Coverages**
  - a. Crime
  - b. Property
  - c. General Liability
  - d. Commercial Inland Marine under ISO jurisdiction
3. **Insurance Coverages not eligible under this plan:**
  - a. Earthquake
  - b. Workers Compensation
  - c. Fidelity and Surety
  - d. Umbrella
  - e. Commercial Automobile
  - f. With respect to Inland Marine Coverages:
    - (1) Mail or risks rated under the "Special Rates or Conditions at Request of Company" rule
    - (2) Coverages traditionally described as "non-bureau" or "non-filed" (Non-bureau or non-filed refers to any coverage which is not filed by the Insurance Services Office and approved for use by its members and subscribers).
4. **Ineligible Properties - Properties rated under the:**
  - a. Petroleum Properties Schedule
  - b. Petrochemical Plants Schedule
  - c. Public Utilities Natural Gas Pumping Station Properties Schedule
  - d. Rating Plan for Highly Protected or Superior Risks

**B. Rating Procedures**

The following modifications may be applied to recognize such special characteristics of the risk as are not fully reflected in the basic as are not fully reflected in the basic premium or rates. The modifications contemplate the standard allowance for expenses. If the expenses are less than standard, such modification, if a credit, shall be increased, or if a debit, shall be decreased, by the amount of reduction in expenses. The total credits or debits under the following table may not exceed **40%** (Union - 60%).

| Risk Characteristics   | RANGE OF MODIFICATIONS (+ / -) |    |       |
|--|--------------------------------|----|-------|
|  | Credit                         | to | Debit |
| 1. Management - Cooperation in matter of safeguarding and proper handling of property covered  | -15%                           | to | 15%   |
| 2. Location - Accessibility and environment  | -8%                            | to | 8%    |
| 3. Building Features - Age, condition and unusual structural features  | -10%                           | to | 10%   |
| 4. Premises and Equipment - Care, condition and type   | -10%                           | to | 10%   |
| 5. Employees - Selection, training, supervision and experience   | -5%                            | to | 5%    |
| 6. Protection - not otherwise recognized   | -5%                            | to | 5%    |
| 7. Financial Stability   | -5%                            | to | 5%    |
| 8. Persistency - Reduction in costs associated with renewal retention.   | -5%                            | to | 5%    |
| 9. Safety - Utilization of programs that cover significant exposures; proper record keeping; compliance with industry safety regulations | -5%                            | to | 5%    |

SERFF Tracking Number: UNON-125756128 State: Arkansas  
First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10034279 \$50  
Company Tracking Number: 08-GL-FM-64  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: 2008 GL Form Filings  
Project Name/Number: 10-08 GL Co. Form Filing (2)/

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty

**Review Status:** Approved 08/11/2008

**Comments:**

**Attachment:**

10-08 GL FormRule Filing(2) Trans.pdf

**Property & Casualty Transmittal Document**

**Reset Form**

**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

|                      |                     |
|----------------------|---------------------|
| <b>3. Group Name</b> | <b>Group NAIC #</b> |
| W. R. Berkley Corp.  |                     |

| 4. Company Name(s)                    | Domicile | NAIC # | FEIN #     | State # |
|---------------------------------------|----------|--------|------------|---------|
| Acadia Insurance Company              | NH       | 31325  | 01-0471706 |         |
| Continental Western Insurance Company | IA       | 10804  | 42-0594770 |         |
| Union Insurance Company               | IA       | 25844  | 47-0547953 |         |
|                                       |          |        |            |         |
|                                       |          |        |            |         |
|                                       |          |        |            |         |

|                                   |             |
|-----------------------------------|-------------|
| <b>5. Company Tracking Number</b> | 08-GL-FM-64 |
|-----------------------------------|-------------|

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

| 6. Name and address   | Title                  | Telephone #s         | FAX #        | e-mail           |
|---|------------------------|----------------------|--------------|------------------|
| Frances Linker, USIG, P. O. Box 152180, Irving, TX 75015-2180 | Sr. Compliance Analyst | 800-444-0049, ex2465 | 972-719-2348 | flinker@usic.com |
|   |                        |                      |              |                  |

7. Signature of authorized filer *Frances Linker*

8. Please print name of authorized filer Frances C. Linker

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

|  |  |
|--|--|
| 9. Type of Insurance (TOI)   | 17.0 Other Liability-Occ/Claims Made   |
| 10. Sub-Type of Insurance (Sub-TOI)  | 17.0001 Commercial General Liability   |
| 11. State Specific Product code(s)(if applicable)[See State Specific Requirements] |  |
| 12. Company Program Title (Marketing title)  | Commercial General Liability   |
| 13. Filing Type  | <input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules<br><input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms<br><input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description) |
| 14. Effective Date(s) Requested  | New:   Upon approval      Renewal:   Upon approval   |
| 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   | 8/4/2008   |
| 19. Status of filing in domicile   | <input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved   |

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Continental Western Insurance Company, Union Insurance Company and Acadia Insurance Company propose to adopt the following company endorsements for all policies effective upon approval for new and renewal business.

CL CG 00 29 02 08 Customers' Property Legal Liability Coverage

CL CG 00 30 02 08 Sale And Disposal Legal Liability Coverage

CL CG 00 30, Sale and Disposal Legal Liability Coverage, provides coverage for all sums that the insured becomes legally obligated to pay as damages because of acts or omissions out of a "lock-out" or the sale, removal or disposal of "customers" property, in the course of "sale and disposal operations".

CL CG 00 29, Customers' Property Legal Liability Coverage, provides Property Damage coverage for personal property in the care, custody or control of the insured for "customers" property (or the property of others for which the "customer" is liable) only while at the insured's self-storage facility premises shown in the Declarations.

Both forms provide a selection of limits of liability/deductible combinations shown in the rating rule. These are optional forms and must be requested by the underwriter. They modify the CGL Coverage Form only.

A copy of our revised company rules is attached. The only change to the manual is the Additional Company Rule for these two endorsements.

[View Complete Filing Description](#)

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:

\$50.00 per filing.

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.)

|           |   |  |   |  |   |
|-----------|---|--|---|--|---|
| <b>1.</b> | <b>This filing transmittal is part of Company Tracking #</b>  | 08-GL-FM-64                            |   |  |   |
| <b>2.</b> | <b>This filing corresponds to rate/rule filing number</b><br>(Company tracking number of rate/rule filing, if applicable) |  |   |  |   |
| <b>3.</b> | <b>Form Name /Description/Synopsis</b>  | <b>Form #<br/>Include edition date</b> | <b>Replacement Or<br/>withdrawn?</b>  | <b>If replacement,<br/>give form #<br/>it replaces</b> | <b>Previous state<br/>filing number,<br/>if required by state</b> |
| 01        | Customers' Property<br>Legal Liability<br>Coverage  | CL CG 00 29 02 08                      | <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |  |   |
| 02        | Sale And Disposal<br>Legal Liability Coverage   | CL CG 00 30 02 08                      | <input checked="" type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |  |   |
| 03        |   |  | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 04        |   |  | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 05        |   |  | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 06        |   |  | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 07        |   |  | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 08        |   |  | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 09        |   |  | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |   |
| 10        |   |  | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><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> | 08-GL-FM-64 |
|-----------|--|-------------|

|           |   |  |
|-----------|---|--|
| <b>2.</b> | <b>This filing corresponds to form filing number</b><br>(Company tracking number of form filing, if applicable) |  |
|-----------|---|--|

Rate Increase     
  Rate Decrease     
  Rate Neutral (0%)

|           |  |  |
|-----------|--|--|
| <b>3.</b> | <b>Filing Method (Prior Approval, File &amp; Use, Flex Band, etc.)</b> |  |
|-----------|--|--|

|            |   |
|------------|---|
| <b>4a.</b> | <b>Rate Change by Company (As Proposed)</b> |
|------------|---|

| 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> |
|------------|--|

| 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> |
|-----------|--|

|    |   | COMPANY USE | STATE USE |
|----|---|-------------|-----------|
| 5a | Overall percentage rate indication (when applicable)            |             |           |
| 5b | Overall percentage rate impact for this filing                  |             |           |
| 5c | Effect of Rate Filing – Written premium change for this program |             |           |
| 5d | Effect of Rate Filing – Number of policyholders affected        |             |           |

|           |  |  |
|-----------|--|--|
| <b>6.</b> | Overall percentage of last rate revision |  |
|-----------|--|--|

|           |                                      |  |
|-----------|--------------------------------------|--|
| <b>7.</b> | Effective Date of last rate revision |  |
|-----------|--------------------------------------|--|

|           |   |  |
|-----------|---|--|
| <b>8.</b> | Filing Method of Last filing<br>(Prior Approval, File & Use, Flex Band, etc.) |  |
|-----------|---|--|

| 9. | Rule # or Page # Submitted for Review | Replacement or withdrawn?   | Previous state filing number, if required by state |
|----|---------------------------------------|---|--|
| 01 | AR-GL-Rule Exception Pages 1 - 26     | <input type="checkbox"/> New<br><input checked="" type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn |  |
| 02 |                                       | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |
| 03 |                                       | <input type="checkbox"/> New<br><input type="checkbox"/> Replacement<br><input type="checkbox"/> Withdrawn            |  |