

SERFF Tracking Number: ACEH-125806155 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08-GL-2007873
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: 08-GL-2007873
Project Name/Number: Catastrophe Management Endorsement/08-GL-2007873

Filing at a Glance

Company: ACE American Insurance Company

Product Name: 08-GL-2007873

SERFF Tr Num: ACEH-125806155 State: Arkansas

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 08-GL-2007873

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Authors: Barb Niles, CPCU, ARP, Marlene Thomas, Bob Wolfrom

Disposition Date: 09/19/2008

Date Submitted: 09/08/2008

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: Catastrophe Management Endorsement

Status of Filing in Domicile:

Project Number: 08-GL-2007873

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 09/19/2008

State Status Changed: 09/19/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is to submit our revised Catastrophe Management Coverage Endorsement. This optional endorsement is attached to the ISO Commercial General Liability Policy forms CG 00 01 or CG 00 02.

LD-23516a Catastrophe Management Coverage Endorsement (broadens)

SERFF Tracking Number: ACEH-125806155 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08-GL-2007873
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: 08-GL-2007873
Project Name/Number: Catastrophe Management Endorsement/08-GL-2007873

This endorsement has been revised by changing the annual limit for each "catastrophe management event" to a limit for each and in the aggregate for all catastrophe management events combined. The prior version of this endorsement was filed and approved under Filing # 08-GL-2007733. It has not been issued yet as the aggregate limit version is what we originally intended to file.

This endorsement applicable to primary GL policies still offers a broader coverage that entails affording limited Public Relations expense coverage to the Named Insured following a covered occurrence emanating from their product. It will continue to be attached to GL policies with deductibles ranging from \$10,000 to \$50,000 and also to policies with Self Insured Retentions ranging from \$25,000 up to \$1 million, where the insured manufactures a tangible product that is used by consumers, or for commercial, retail and or industrial purposes.

There is no premium charge for this endorsement.

Company and Contact

Filing Contact Information

Robert Wolfrom, CPCU, Regulatory Specialist robert.wolfrom@ace-ina.com
436 Walnut Street (215) 640-5123 [Phone]
Philadelphia, PA 19106 (215) 640-4986[FAX]

Filing Company Information

ACE American Insurance Company CoCode: 22667 State of Domicile: Pennsylvania
PO Box 1000 Group Code: 626 Company Type:
436 Walnut Street
Philadelphia, PA 19106 Group Name: State ID Number:
(215) 640-5123 ext. [Phone] FEIN Number: 95-2371728

Filing Fees

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

SERFF Tracking Number: ACEH-125806155 *State:* Arkansas
Filing Company: ACE American Insurance Company *State Tracking Number:* EFT \$50
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Product Name: 08-GL-2007873
Project Name/Number: Catastrophe Management Endorsement/08-GL-2007873
Per Company: No

SERFF Tracking Number: ACEH-125806155 State: Arkansas
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Product Name: 08-GL-2007873
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| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|--------------------------------|---------|----------------|---------------|
| ACE American Insurance Company | \$50.00 | 09/08/2008 | 22340595 |

SERFF Tracking Number: ACEH-125806155 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: 08-GL-2007873
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: 08-GL-2007873
Project Name/Number: Catastrophe Management Endorsement/08-GL-2007873

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|---------------|------------|----------------|
| Approved | Edith Roberts | 09/19/2008 | 09/19/2008 |

SERFF Tracking Number: ACEH-125806155 *State:* Arkansas
Filing Company: ACE American Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: 08-GL-2007873
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: 08-GL-2007873
Project Name/Number: Catastrophe Management Endorsement/08-GL-2007873

Disposition

Disposition Date: 09/19/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125806155 State: Arkansas
 Filing Company: ACE American Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: 08-GL-2007873
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: 08-GL-2007873
 Project Name/Number: Catastrophe Management Endorsement/08-GL-2007873

| Item Type | Item Name | Item Status | Public Access |
|---------------------|--|-------------|---------------|
| Supporting Document | Uniform Transmittal Document-Property & Casualty | Approved | Yes |
| Supporting Document | Supporting Documents | Approved | Yes |
| Form | Catastrophe Management Coverage Endorsement | Approved | Yes |

SERFF Tracking Number: ACEH-125806155 State: Arkansas
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Form Schedule

| Review Status | Form Name | Form # | Edition Date | Form Type Action | Action Specific Data | Readability | Attachment |
|---------------|---|-----------|--------------|---|---|-------------|---|
| Approved | Catastrophe Management Coverage Endorsement | LD-23516a | (07/08) | Endorsement/Amendment/Conditions Replaced | Replaced Form #:0.00 LD-23516 (06/08) Previous Filing #: ACEH-125736059 | | LD-23516a_Cat Management Coverage End.pdf |

CATASTROPHE MANAGEMENT COVERAGE ENDORSEMENT

| | | | |
|---------------------------------------|---------------|---------------------|-------------------------------|
| Named Insured | | | Endorsement Number |
| Policy Symbol | Policy Number | Policy Period to | Effective Date of Endorsement |
| Issued By (Name of Insurance Company) | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SECTION I., COVERAGES, is amended to include the following:

Catastrophe Management Costs Limit of Insurance

\$250,000 Each Catastrophe Management Event and in the Aggregate for all Catastrophe Management Events Combined.

Catastrophe Management Coverage

- A. Subject to the terms and conditions of this endorsement, we will pay "catastrophe management costs" to third parties at the request of and on behalf of the "insured," arising from a "catastrophe management event" first commencing during the "policy period," up to the amount of the "catastrophe management costs" Limit of Insurance shown above.

- B. A "catastrophe management event" will be deemed to first commence at the time during the "policy period" when a "key executive" first becomes aware of an "occurrence" that gives rise to the "catastrophe management event" and will end when we determine that any one of the necessary elements listed in the definition of a "catastrophe management event" no longer exists or when the "catastrophe management cost" Limit of Insurance shown above has been exhausted, whichever occurs first.

- C. There will be no "retained limit" applicable to "catastrophe management costs", except as it applies to a determination of whether the definition of "catastrophe management event" applies.

- D. Payment of "catastrophe management costs" will not be applied to or erode the aggregate limits of the policy. The Single Each Catastrophe Management Event and Aggregate Limit stated above in this endorsement is the most we will pay in any policy period, irrespective of the number of Catastrophe Management Events that may occur.

- E. Any payment of "catastrophe management costs" that we make under the coverage provided by this endorsement will not (1) be a determination of any other rights or obligations under this policy, (2) create any duty to defend any "suit" under any other part of this policy, or (3) operate as a waiver of any right or defense we have with respect to the coverage under the policy, including Condition 2. (Duties in the event of "occurrence" claim or "suit.").

F. For purposes of this endorsement, the following definitions are added to the policy:

“Adverse media coverage” means national or regional news exposure in television, radio, print or internet media that is reasonably likely to have a negative impact on the “insured” with respect to its income, reputation, community relations, public confidence or good will.

“Catastrophe management event” means an “occurrence” that, in the good faith opinion of a “key executive” of the Named Insured, has resulted in or is reasonably likely to result in: (1) “bodily injury”, “property damage” or “personal and advertising injury” covered by this policy and (2) a need for “catastrophe management services” due to “adverse media coverage”. “Catastrophe management event” will include “occurrences” resulting from: explosions and other man-made disasters; serious accidents resulting in multiple deaths, burns, dismemberment injuries; traumatic brain injuries; permanent paralysis injuries; or injuries from contamination of food, drink or pharmaceuticals.

“Catastrophe management firm” means any firm that is approved by us and hired by you or us to perform “catastrophe management services” in connection with a “catastrophe management event.”

“Catastrophe management services” means those services performed by a “catastrophe management firm” in advising the “insured” on minimizing potential harm to the “insured” from a covered “catastrophe management event” by managing “adverse media coverage” and maintaining and restoring public confidence in the “insured.”

“Catastrophe management costs” means the following reasonable and necessary expenses incurred during a “catastrophe management event” and directly caused by the “catastrophe management event,” but only to the extent that the insured or a third party arranges for such services resulting in these expenses and the expenses are pre-approved by us:

1. expenses incurred by a “catastrophe management firm” in the performance of “catastrophe management services” for the “insured”;
2. expenses for printing, advertising, mailing of materials or travel by directors, officers, employees or agents of the “insured” or the “catastrophe management firm” incurred at the direction of a “catastrophe management firm”; expenses to secure the scene of a “catastrophe management event;”
3. medical expenses; funeral expenses; expenses for psychological counseling; travel expenses; temporary living expenses or other necessary response costs and approved by us, incurred by or advanced to third parties directly harmed by the “catastrophe management event.”

“Catastrophe management costs” do not include any defense costs.

“Key executive” means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the “insured” is a partnership) or sole proprietor (if the “insured” is a sole proprietorship) of the “insured”. A “key executive” also means any other person holding a title designated by you, approved by us, and shown by endorsement to this policy.

All other terms and conditions of this policy remain unchanged.

Authorized Agent

SERFF Tracking Number: ACEH-125806155 *State:* Arkansas
Filing Company: ACE American Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: 08-GL-2007873
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Rate Information

Rate data does NOT apply to filing.

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Company Tracking Number: 08-GL-2007873
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Product Name: 08-GL-2007873
Project Name/Number: Catastrophe Management Endorsement/08-GL-2007873

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 09/19/2008

Comments:

Attachments:

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

Satisfied -Name: Supporting Documents **Review Status:** Approved 09/19/2008

Comments:

Attachments:

Filing Memo.pdf
Cat Mngt Cov Endt - side by side.pdf

Property & Casualty Transmittal Document

| | | | | | |
|---|---|--------------|--|------------------|--|
| 1. Reserved for Insurance Dept. Use Only | 2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes | New Business | | Renewal Business | |
| New Business | | | | | |
| Renewal Business | | | | | |

| | |
|----------------------|---------------------|
| 3. Group Name | Group NAIC # |
| ACE INA Companies | 626 |

| 4. Company Name(s) | Domicile | NAIC # | FEIN # |
|--------------------------------|----------|--------|-------------|
| ACE American Insurance Company | PA | 22667 | 95-23717028 |
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|-----------------------------------|----------------------|
| 5. Company Tracking Number | 08-GL-2007873 |
|-----------------------------------|----------------------|

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

| 6. Name and address | Title | Telephone #s | FAX # | e-mail |
|--|---------------------------------|--------------|--------------|----------------------------|
| Robert E. Wolfrom 436 Walnut Street Philadelphia, PA 19106 | SR. Regulatory Specialist | 215.640.5123 | 215.640.4986 | robert.wolfrom@ace-ina.com |

| | |
|--|--|
| 7. Signature of authorized filer |  |
| 8. Please print name of authorized filer | Robert E. Wolfrom |

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

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

Property & Casualty Transmittal Document---

| | | |
|------------|---|--|
| 15. | Reference Filing? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 16. | Reference Organization (if applicable) | |
| 17. | Reference Organization # & Title | |
| 18. | Company's Date of Filing | |
| 19. | Status of filing in domicile | <input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved |

| | | |
|------------|--|--|
| 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] |
|------------|--|

The purpose of this filing is to submit our revised Catastrophe Management Coverage Endorsement. This optional endorsement is attached to the ISO Commercial General Liability Policy forms CG 00 01 or CG 00 02.

LD-23516a Catastrophe Management Coverage Endorsement (broadens)

This endorsement has been revised by changing the annual limit for each "catastrophe management event" to a limit for each and in the aggregate for all catastrophe management events combined. The prior version of this endorsement was filed and approved under Filing # 08-GL-2007733. It has not been issued yet as the aggregate limit version is what we originally intended to file.

This endorsement applicable to primary GL policies still offers a broader coverage that entails affording limited Public Relations expense coverage to the Named Insured following a covered occurrence emanating from their product. It will continue to be attached to GL policies with deductibles ranging from \$10,000 to \$50,000 and also to policies with Self Insured Retentions ranging from \$25,000 up to \$1 million, where the insured manufactures a tangible product that is used by consumers, or for commercial, retail and or industrial purposes.

There is no premium charge for this endorsement.

| | |
|------------|---|
| 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 #: EFT
Amount: \$50.00

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

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

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

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

| | | | | | |
|-----------|--|--|---|--|---|
| 1. | This filing transmittal is part of Company Tracking # | 08-GL-2007873 | | | |
| 2. | This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small> | | | | |
| 3. | Form Name /Description/Synopsis | Form # Include edition date | Replacement Or withdrawn? | If replacement, give form # it replaces | Previous state filing number, if required by state |
| 01 | Catastrophe Management Coverage Endorsement | LD-23516a | <input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | LD-23516 | |
| 02 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 03 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 04 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 05 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 06 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 07 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 08 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 09 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |
| 10 | | | <input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn | | |

FILING MEMORANDUM

The purpose of this filing is to submit our revised Catastrophe Management Coverage Endorsement. This optional endorsement is attached to the ISO Commercial General Liability Policy forms CG 00 01 or CG 00 02.

LD-23516a Catastrophe Management Coverage Endorsement (broadens)

This endorsement has been revised by changing the annual limit for each "catastrophe management event" to a limit for each and in the aggregate for all catastrophe management events combined. The prior version of this endorsement was filed and approved under Filing # 08-GL-2007733. It has not been issued yet as the aggregate limit version is what we originally intended to file.

This endorsement applicable to primary GL policies still offers a broader coverage that entails affording limited Public Relations expense coverage to the Named Insured following a covered occurrence emanating from their product. It will continue to be attached to GL policies with deductibles ranging from \$10,000 to \$50,000 and also to policies with Self Insured Retentions ranging from \$25,000 up to \$1 million, where the insured manufactures a tangible product that is used by consumers, or for commercial, retail and or industrial purposes.

There is no premium charge for this endorsement.

Text Comparison

Documents Compared

LD-23516_ Cat Management Coverage End.pdf

LD-23516a_ Cat Management Coverage End.pdf

Summary

113 word(s) added

82 word(s) deleted

866 word(s) matched

7 block(s) matched

To see where the changes are, scroll down.

~~CATASTROPHE MANAGEMENT COVERAGE ENDORSEMENT~~

| | | | |
|--|--------------------------|---|--|
| Named Insured | | | Endorsement Number |
| Policy Symbol | Policy Number | Policy Period to | Effective Date of Endorsement |
| Issued By (Name of Insurance Company) | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

SECTION I., COVERAGES, is amended to include the following:

Catastrophe Management Costs Limit of Insurance

\$250,000 ~~Annual Limit for each "catastrophe management event"~~

Catastrophe Management Coverage

A. Subject to the terms and conditions of this endorsement, we will pay "catastrophe management costs" to third parties at the request of and on behalf of the "insured," arising from a "catastrophe management event" first commencing during the "policy period," up to the amount of the "catastrophe management costs" Limit of Insurance shown ~~in the Declarations~~.

B. A "catastrophe management event" will be deemed to first commence at the time during the "policy period" when a "key executive" first becomes aware of an "occurrence" that gives rise to the "catastrophe management event" and will end when we determine that any one of the necessary elements listed in the definition of a "catastrophe management event" no longer exists or when the "catastrophe management cost" Limit of Insurance shown ~~in the Declarations~~ has been exhausted, whichever occurs first.

C. There will be no "retained limit" applicable to "catastrophe management costs", except as it applies to a determination of whether the definition of "catastrophe management event" applies.

D. Payment of "catastrophe management costs" will not be applied to or erode the aggregate limits of the policy.

E. Any payment of "catastrophe management costs" that we make under the coverage provided by this endorsement will not (1) be a determination of any other rights or obligations under this policy, (2) create any duty to defend any "suit" under any other part of this policy, or (3) operate as a waiver of any right or defense we have with respect to the coverage under the policy, including Condition 2. (Duties in the event of "~~occurrence~~", ~~claim or "suit."~~)

CATASTROPHE MANAGEMENT COVERAGE ENDORSEMENT

| | | | |
|--|----------------------|----------------------------|--------------------------------------|
| <u>Named Insured</u> | | | <u>Endorsement Number</u> |
| <u>Policy Symbol</u> | <u>Policy Number</u> | <u>Policy Period</u> to | <u>Effective Date of Endorsement</u> |
| <u>Issued By (Name of Insurance Company)</u> | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SECTION I., COVERAGES, is amended to include the following:

Catastrophe Management Costs Limit of Insurance

\$250,000 Each Catastrophe Management Event and in the Aggregate for all Catastrophe Management Events Combined.

Catastrophe Management Coverage

A. Subject to the terms and conditions of this endorsement, we will pay "catastrophe management costs" to third parties at the request of and on behalf of the "insured," arising from a "catastrophe management event" first commencing during the "policy period," up to the amount of the "catastrophe management costs" Limit of Insurance shown above.

B. A "catastrophe management event" will be deemed to first commence at the time during the "policy period" when a "key executive" first becomes aware of an "occurrence" that gives rise to the "catastrophe management event" and will end when we determine that any one of the necessary elements listed in the definition of a "catastrophe management event" no longer exists or when the "catastrophe management cost" Limit of Insurance shown above has been exhausted, whichever occurs first.

C. There will be no "retained limit" applicable to "catastrophe management costs", except as it applies to a determination of whether the definition of "catastrophe management event" applies.

D. Payment of "catastrophe management costs" will not be applied to or erode the aggregate limits of the policy. The Single Each Catastrophe Management Event and Aggregate Limit stated above in this endorsement is the most we will pay in any policy period, irrespective of the number of Catastrophe Management Events that may occur.

E. Any payment of "catastrophe management costs" that we make under the coverage provided by this endorsement will not (1) be a determination of any other rights or obligations under this policy, (2) create any duty to defend any "suit" under any other part of this policy, or (3) operate as a waiver of any right or defense we have with respect to the coverage under the policy, including Condition 2. (Duties in the event of "occurrence" claim or "suit").

F. For purposes of this endorsement, the following definitions are added to the policy:

“Adverse media coverage” means national or regional news exposure in television, radio, print or internet media that is reasonably likely to have a negative impact on the “insured” with respect to its income, reputation, community relations, public confidence or good will.

“Catastrophe management event” means an “occurrence” that, in the good faith opinion of a “key executive” of the Named Insured, has resulted in or is reasonably likely to result in: (1) “bodily injury”, “property damage” or “personal and advertising injury” covered by this policy; (2) damages that are in excess of the “retained limit”; and (3) a need for “catastrophe management services” due to “adverse media coverage”. “Catastrophe management event” will include “occurrences” resulting from: explosions and other man-made disasters; serious accidents resulting in multiple deaths, burns, dismemberment injuries; traumatic brain injuries; permanent paralysis injuries; or injuries from contamination of food, drink or pharmaceuticals.

“Catastrophe management firm” means any firm that is approved by us and hired by you or us to perform “catastrophe management services” in connection with a “catastrophe management event.”

“Catastrophe management services” means those services performed by a “catastrophe management firm” in advising the “insured” on minimizing potential harm to the “insured” from a covered “catastrophe management event” by managing “adverse media coverage” and maintaining and restoring public confidence in the “insured.”

“Catastrophe management costs” means the following reasonable and necessary expenses incurred during a “catastrophe management event” and directly caused by the “catastrophe management event,” but only to the extent that the insured or a third party arranges for such services resulting in these expenses and the expenses are pre-approved by us:

1. expenses incurred by a “catastrophe management firm” in the performance of “catastrophe management services” for the “insured”;
2. expenses for printing, advertising, mailing of materials or travel by directors, officers, employees or agents of the “insured” or the “catastrophe management firm” incurred at the direction of a “catastrophe management firm”; expenses to secure the scene of a “catastrophe management event;”
3. medical expenses; funeral expenses; expenses for psychological counseling; travel expenses; temporary living expenses or other necessary response costs and approved by us, incurred by or advanced to third parties directly harmed by the “catastrophe management event.”

“Catastrophe management costs” do not include any defense costs.

“Key executive” means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the “insured” is a partnership) or sole proprietor (if the “insured” is a sole proprietorship) of the “insured”. A “key executive” also means any other person holding a title designated by you, approved by us, and shown by endorsement to this policy.

All other terms and conditions of this policy remain unchanged.

Authorized Agent

F. For purposes of this endorsement, the following definitions are added to the policy:

“Adverse media coverage” means national or regional news exposure in television, radio, print or internet media that is reasonably likely to have a negative impact on the “insured” with respect to its income, reputation, community relations, public confidence or good will.

“Catastrophe management event” means an “occurrence” that, in the good faith opinion of a “key executive” of the Named Insured, has resulted in or is reasonably likely to result in: (1) “bodily injury”, “property damage” or “personal and advertising injury” covered by this policy and (2) a need for “catastrophe management services” due to “adverse media coverage”. “Catastrophe management event” will include “occurrences” resulting from: explosions and other man-made disasters; serious accidents resulting in multiple deaths, burns, dismemberment injuries; traumatic brain injuries; permanent paralysis injuries; or injuries from contamination of food, drink or pharmaceuticals.

“Catastrophe management firm” means any firm that is approved by us and hired by you or us to perform “catastrophe management services” in connection with a “catastrophe management event.”

“Catastrophe management services” means those services performed by a “catastrophe management firm” in advising the “insured” on minimizing potential harm to the “insured” from a covered “catastrophe management event” by managing “adverse media coverage” and maintaining and restoring public confidence in the “insured.”

“Catastrophe management costs” means the following reasonable and necessary expenses incurred during a “catastrophe management event” and directly caused by the “catastrophe management event,” but only to the extent that the insured or a third party arranges for such services resulting in these expenses and the expenses are pre-approved by us:

1. expenses incurred by a “catastrophe management firm” in the performance of “catastrophe management services” for the “insured”;
2. expenses for printing, advertising, mailing of materials or travel by directors, officers, employees or agents of the “insured” or the “catastrophe management firm” incurred at the direction of a “catastrophe management firm”; expenses to secure the scene of a “catastrophe management event;”
3. medical expenses; funeral expenses; expenses for psychological counseling; travel expenses; temporary living expenses or other necessary response costs and approved by us, incurred by or advanced to third parties directly harmed by the “catastrophe management event.”

“Catastrophe management costs” do not include any defense costs.

“Key executive” means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the “insured” is a partnership) or sole proprietor (if the “insured” is a sole proprietorship) of the “insured”. A “key executive” also means any other person holding a title designated by you, approved by us, and shown by endorsement to this policy.

All other terms and conditions of this policy remain unchanged.

Authorized Agent