

SERFF Tracking Number: HNVR-125808541 State: Arkansas
First Filing Company: Hanover American Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: GL-CW-08521-01F
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Commercial General Liability; Human Services
Project Name/Number: Commercial General Liability; Human Services/GL-CW-08521-01F

Filing at a Glance

Companies: Hanover American Insurance Company, Massachusetts Bay Insurance Company, The Hanover Insurance Company

Product Name: Commercial General Liability; Human Services SERFF Tr Num: HNVR-125808541 State: Arkansas

TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: GL-CW-08521-01F State Status: Fees verified and received

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

Author: Ann-Marie Blute Disposition Date: 09/19/2008

Date Submitted: 09/09/2008 Disposition Status: Approved

Effective Date Requested (New): 10/09/2008 Effective Date (New):

Effective Date Requested (Renewal): 10/09/2008 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Commercial General Liability; Human Services

Project Number: GL-CW-08521-01F

Reference Organization:

Reference Title:

Filing Status Changed: 09/19/2008

State Status Changed: 09/19/2008

Corresponding Filing Tracking Number:

Filing Description:

Effective October 9, 2008, for both new and renewal policies, our companies wish to file the attached new endorsements in our Commercial General Liability Program. The filing will apply to both monoline and package policies.

The corresponding rates and rules are exempt from filing requirements and will be maintained in a "desk" filing in our offices.

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

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Hanover has created several new general liability endorsements designed to meet the unique needs of human service agencies. Human service agencies offer a wide range of services to families and individuals including: addiction services, developmental disabilities services, mental health services, community programs, and aging and youth services. The new endorsements include:

- Human Services General Liability Broadening Endorsement
- Additional Insured- Human Services Organizations
- Human Services Broadened Named Insured
- Limited Rental Lease Agreement Extension
- Athletic Activities- Modified Med-Pay
- Med-Pay Increased Limit and Extended Reporting Period
- Excess Med-Pay Coverage for Athletic Participants
- Special Events Limitation
- Designated Special Events Exclusion
- Scheduled Special Events
- Professional Services Exclusion
- Additional Supplementary Payments

We are also filing a variety of general liability endorsements relating to Physical Abuse, Sexual Misconduct or Sexual Molestation Coverage. These endorsements include:

- Failure to Perform Background Investigations Exclusion Endorsement
- Supplementary Payments – Image Restoration
- Physical Abuse, Sexual Misconduct or Sexual Molestation Coverage
- Innocent Party Defense Coverage Endorsement.

A detailed Form Filing Memorandum explaining the coverage and the required transmittal documents have also been included.

If you should have any questions or require additional information, please do not hesitate to contact this office. Thank you for your time and attention to this matter.

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Very truly yours,

Ann-Marie T. Blute
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 Facsimile: (508) 855-4786
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Company and Contact

Filing Contact Information

Ann-Marie T. Blute, State Filings Consultant Ablute@hanover.com
 440 Lincoln Street (508) 855-3234 [Phone]
 Worcester, MA 01653 (508) 855-4786[FAX]

Filing Company Information

Hanover American Insurance Company	CoCode: 36064	State of Domicile: New Hampshire
440 Lincoln Street	Group Code: 88	Company Type: Property & Casualty

Worcester, MA 01653	Group Name: The Hanover Ins Group	State ID Number:
(508) 855-1000 ext. [Phone]	FEIN Number: 04-3063898	

Massachusetts Bay Insurance Company	CoCode: 22306	State of Domicile: New Hampshire
440 Lincoln Street	Group Code: 88	Company Type: Property & Casualty

Worcester, MA 01653	Group Name: The Hanover Ins Group	State ID Number:
(508) 855-1000 ext. [Phone]	FEIN Number: 04-2217600	

The Hanover Insurance Company	CoCode: 22292	State of Domicile: New Hampshire
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440 Lincoln Street Group Code: 88 Company Type: Property &
Worcester, MA 01653 Group Name: The Hanover Ins Casualty
(508) 855-1000 ext. [Phone] Group State ID Number:
FEIN Number: 13-5129825

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 flat fee per form filing.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hanover American Insurance Company	\$0.00	09/09/2008	
Massachusetts Bay Insurance Company	\$0.00	09/09/2008	
The Hanover Insurance Company	\$50.00	09/09/2008	22378356

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Correspondence Summary

Dispositions

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

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Disposition

Disposition Date: 09/19/2008

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	Accepted for Informational Purposes	No
Supporting Document	Form Filing Memorandum	Accepted for Informational Purposes	No
Form	Exclusion - Professional Services	Accepted for Informational Purposes	No
Form	Human Services General Liability Broadening Endorsement	Accepted for Informational Purposes	No
Form	Additional Insured - Human Services Organizations	Accepted for Informational Purposes	No
Form	Special Events Limitation Endorsement	Accepted for Informational Purposes	No
Form	Failure to Perform Background Investigations Exclusion	Accepted for Informational Purposes	No
Form	Scheduled Special Events Endorsement	Accepted for Informational Purposes	No
Form	Medical Payments Increased Limit and Extended Reporting Period Endorsement	Accepted for Informational Purposes	No
Form	Excess Medical Payments Coverage for Athletic Participants Endorsement	Accepted for Informational Purposes	No
Form	Exclusion - Designated Special Evens	Accepted for Informational Purposes	No
Form	Athletic Activities - Modified Medical Payments Endorsement	Accepted for Informational Purposes	No
Form	Human Services Broadened Named Insured Endorsement	Accepted for Informational Purposes	No
Form	Limited Rental Lease Agreement Extension Endorsement	Accepted for Informational Purposes	No
Form	Supplementary Payments - Image Restoration Endorsement	Accepted for Informational Purposes	No
Form	Physical Abuse, Sexual Misconduct or Sexual Molestation Liability Coverage Endorsement	Accepted for Informational Purposes	No
Form	Innocent Party Defense Coverage Endorsement	Accepted for Informational Purposes	No

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Form

Additional Supplementary Payments Accepted for No
Endorsement - Human Services Informational Purposes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Accepted for Information Services al Purposes	Exclusion - Professional Services	421-0548	09 08	Endorsement/Amendment/Conditions	New	0.00	421-0548 Human Services Prof Exclusion.pdf
Accepted for Information Services al Purposes	Human Services General Liability Broadening Endorsement	421-0549	09 08	Endorsement/Amendment/Conditions	New	0.00	421-0549 Human Services broadening.pdf
Accepted for Information Services al Purposes	Additional Insured - Human Services Organizations	421-0550	09 08	Endorsement/Amendment/Conditions	New	0.00	421-0550AddInsured-Non-ProfitOrg..pdf
Accepted for Information Services al Purposes	Special Events Limitation Endorsement	421-0551	09 08	Endorsement/Amendment/Conditions	New	0.00	421-0551 Spec Event Limitation.pdf
Accepted for Information Services al Purposes	Failure to Perform Background Investigations Exclusion	421-0554	09 08	Endorsement/Amendment/Conditions	New	0.00	421-0554 Human Services Background.pdf
Accepted for Information Services al Purposes	Scheduled Special Events Endorsement	421-0589	09 08	Endorsement/Amendment/Conditions	New	0.00	421-0589 Sched Spec Event.pdf
Accepted for Information Services al Purposes	Medical Payments Increased Limit and Extended	421-0590	09 08	Endorsement/Amendment/Conditions	New	0.00	421-0590 Human Services Med Pay IL

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Reporting Period	Endorsement	and ERP.pdf
Accepted for Information al Purposes	Excess Medical Payments Coverage for Athletic Participants Endorsement	421-0591 09 08 Endorseme New nt/Amendm ent/Condi ons 0.00 421-0591 Human Services Exc Med Pay.pdf
Accepted for Information al Purposes	Exclusion - Designated Special Evens	421-0592 09 08 Endorseme New nt/Amendm ent/Condi ons 0.00 421-0592 Des Spec Event.pdf
Accepted for Information al Purposes	Athletic Activities - Modified Medical Payments Endorsement	421-0593 09 08 Endorseme New nt/Amendm ent/Condi ons 0.00 421-0593 Human Services Mod Med Pay.pdf
Accepted for Information al Purposes	Human Services Broadened Named Insured Endorsement	421-0595 09 08 Endorseme New nt/Amendm ent/Condi ons 0.00 421-0595 Human Services Broad Named Insd.pdf
Accepted for Information al Purposes	Limited Rental Lease Agreement Extension Endorsement	421-0597 09 08 Endorseme New nt/Amendm ent/Condi ons 0.00 421-0597 Human Services Limited Rent Agrmt.pdf
Accepted for Information al Purposes	Supplementary Payments - Image Restoration Endorsement	421-0598 09 08 Endorseme New nt/Amendm ent/Condi ons 0.00 421-0598 Image Restoration. pdf
Accepted for Information al Purposes	Physical Abuse, Sexual Misconduct or Sexual Molestation	421-0552 09 08 Endorseme New nt/Amendm ent/Condi ons 0.00 421-0552 Physical Abuse.pdf

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Liability Coverage
 Endorsement

Accepted for Information Coverage al Purposes	Innocent Party Defense	421-0555 09 08	Endorseme New nt/Amendm ent/Condi ons	0.00	421-0555 Innocent Party.pdf
Accepted for Information Payments al Purposes	Additional Supplementary Endorsement - Human Services	421-0582 09 08	Endorseme New nt/Amendm ent/Condi ons	0.00	421-0582 ADD SUPPL PAY.pdf

EXCLUSION - PROFESSIONAL SERVICES

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph **2. Exclusions** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Section 1 - Coverages** and paragraph **2., Exclusions** of **COVERAGE B – PERSONAL AND ADVERTISING INJURY, Section 1 – Coverages**:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" caused by the rendering of or failure to render any professional service, advice or instruction by you or on your behalf or from whom the insured assumed liability by reason of a contract or agreement, regardless of whether or not any such service, advice or instruction is ordinary to any insured's profession. This includes, but is not limited to:

1. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
2. Any health therapeutic service, treatment, advice or instruction;
3. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming;
4. Counseling Services;
5. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances;
6. Legal, accounting or advertising services, notary, title abstract, tax preparation, real estate, stockbroker, publishing, architects or insurance services;
7. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
8. Supervisory, inspection or engineering services;
9. Services in the practice of a pharmacy; or
10. The handling or treatment of dead bodies, including autopsies, organ donations or other procedures.

HUMAN SERVICES GENERAL LIABILITY BROADENING ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1. Additional Insured by Contract, Agreement or Permit	Included
2. Additional Insured - Broad Form Vendors	Included
3. Aggregate Limit per Location	Included
4. Bodily Injury Redefined	Included
5. Broad Form Property Damage - Borrowed Equipment, Customers Goods & Use of Elevators	Included
6. Innocent Party Defense Coverage for Employees	\$25,000
7. Extended Property Damage	Included
8. Knowledge of Occurrence	Included
9. Liberalization Clause	Included
10. Mobile Equipment Redefined	Included
11. Newly Acquired or Formed Organizations - Covered until end of policy period	Included
12. Non-owned Watercraft	51 ft.
13. Personal Injury - Broad Form	Included
14. Product Recall Expense	
- Each Occurrence Limit	\$ 25,000
- Aggregate Limit	\$ 50,000
15. Property Damage Legal Liability – Broad Form	
- Fire, Lightning, Explosion, Smoke or Leakage from Fire Protection Systems Damage	\$1,000,000
- Damage Caused by your client	\$30,000
16. Supplementary Payments Increased Limits	
- Bail Bonds	\$ 2,500
- Loss of Earnings	\$ 500
17. Unintentional Failure to Disclose Hazards	Included
18. Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the **Commercial General Liability Coverage Form** through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1) Your acts or omissions; or

- 2) The acts or omissions of those acting on your behalf;

but only with respect to:

- 3) "Your work" for the additional insured(s) at the location designated in the contract, agreement or permit; or
- 4) Premises you own, rent, lease, control or occupy.

This insurance applies on a primary basis if that is required by the written contract, written agreement or permit.

b. This provision does not apply:

- 1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal and advertising injury";

- 2) To any person or organization included as an insured by an endorsement issued by us and made part of this Coverage Part;
- 3) To any person or organization included as an insured under item **1.a.2)** of this endorsement;
- 4) To any lessor of equipment:
 - a) After the equipment lease expires; or
 - b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor;
- 5) To any:
 - a) Owners or other interests from whom land has been leased which takes place after the lease for the land expires; or
 - b) Managers or lessors of premises if:
 - (1) The occurrence takes place after you cease to be a tenant in that premises; or
 - (2) The "bodily injury", "property damage", "personal and advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
- 6) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- c. Additional insured coverage provided by this provision will not be broader than coverage provided to any other insured.
- d. All other insuring agreements, exclusions, and conditions of this policy apply.

2. Additional Insured - Broad Form Vendors

Under **Section II - Who Is An Insured**, Paragraph 6. the following is added:

6. Any person or organization with whom you agreed because of a written contract or written agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - a. The insurance afforded the vendor does not apply to:
 - 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons 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;

- 2) Any express warranty unauthorized by you;
 - 3) Any physical or chemical change in the product made intentionally by the vendor;
 - 4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
 - 5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
 - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any thing or substance by or for the vendor.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Aggregate Limit Per Location

- a. Under **Section III - Limits of Insurance** the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.
- b. Under **Section V - Definitions**, the following additional Definition is added:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

4. Bodily Injury Redefined

Under **Section V – Definitions**, definition 3., "bodily injury" is replaced in its entirety with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death resulting from "bodily injury", sickness or disease.

5. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

- a. Under **Section I - Coverage A.**, paragraph **2. Exclusion j.** is amended as follows:
 - 1) Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
 - 2) Paragraphs **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.
- b. Under **Section V - Definitions**, the following additional Definition is added:

"Customers goods" means property of your customer on your premises for the purpose of being:

 - 1) Worked on; or
 - 2) Used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

6. Innocent Party Defense Coverage for Employee

Under **Supplementary Payments- Coverages A and B**, the following is added:

3. At your request, we will reimburse you for the sums that you voluntarily pay to an "employee" of yours for the reasonable and necessary defense costs incurred by that employee to defend criminal charges brought against that employee, but this Supplementary Payment only applies if:
 - a. The acts out of which such criminal charges arise are alleged to have:
 - 1) Arisen out of and in the course of your employment of the "employee"; and
 - 2) Been committed by your "employee" against your client; and
 - 3) Taken place during that period of time that the "employee" was employed by you; and

- 4) Taken place during the policy period and in the "coverage territory"; and

- b. All the criminal charges are either dismissed with prejudice or your "employee" is found not guilty of all criminal charges by a court of law.

We will not reimburse you for any sums that you voluntarily pay to your "employee" for the reasonable and necessary defense costs that employee incurs to defend the criminal charges made against that employee:

- c. For any criminal charge(s) arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft;
- d. For any criminal charge(s) where your "employee" receives anything less than either a complete dismissal with prejudice or a not guilty verdict on all charges, including without limitation, any deferred adjudication or similar finding of guilt that is held in abeyance for any reason, pending the completion of any remedial activity such as community service or counseling; or
- e. For any fines or penalties whatsoever.

The most will pay under this provision is \$25,000 during the policy period regardless of the number of requests for reimbursement made by you.

7. Extended Property Damage

Under **Section I - Coverage A.**, paragraph **2. Exclusions**, Exclusion **a.** is replaced in its entirety with the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

8. Knowledge of Occurrence

Under **Section IV - Commercial General Liability Conditions, Condition 2 - Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph **e.** is added as follows:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

9. Liberalization Clause

Under **Section IV - Commercial General Liability Conditions**, the following additional Condition is added:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

10. Mobile Equipment Redefined

Under **Section V - Definitions**, definition **12, Mobile Equipment**, paragraph **f.(1)(a)(b)(c)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

11. Newly Acquired or Formed Organizations

Under **Section II - Who Is An Insured**, paragraph **4.a.** is replaced in its entirety by the following:

- a.** Coverage under this provision is afforded only until the end of the policy period.

12. Non-Owned Watercraft

Under **Section I - Coverage A**, paragraph **2. Exclusions, g.(2)** is replaced in its entirety by the following:

- (2)** A watercraft you do not own that is:
 - (a)** Less than 51 feet long; and
 - (b)** Not being used to carry persons or property for a charge.

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

13. Personal Injury - Broad Form

- a.** Under **Section V - Definitions**, definition **14**, paragraph **b.** is replaced in its entirety by the following:
 - b.** Malicious prosecution or abuse of process.
- b.** Under **Section V - Definitions**, definition **14**, paragraph **h.** is added as follows:
 - h.** Discrimination or humiliation that results in injury to a natural person or their reputation, but only if such discrimination or humiliation is:
 - (1)** Not done intentionally by or at the direction of:
 - (a)** The insured;
 - (b)** Any officer of the corporation, director, stockholder, partner or member of the insured organization; or
 - (2)** Not directly or indirectly related to the employment, for or prospective employment, termination of

employment, or application of employment of any person or persons by an insured; or

- (3)** Not prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.
- (4)** This provision does not apply:
 - (a)** If Coverage B - Personal and Advertising Injury Liability is excluded either by the provisions of the Coverage Part or by endorsement;
 - (b)** To "personal and advertising injury" sustained by any insured that arises out of the activities of any other person or organization qualifying as an insured under this policy; or
 - (c)** To Temporary Workers or Independent Contractors

14. Product Recall Expense

- a.** Under **Section I - Coverage A**, paragraph **2 Exclusions, n.** is replaced in its entirety by the following:

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- 1)** "Your product";
- 2)** "Your work"; or
- 3)** "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product". The exception to the exclusion does not apply to "Product recall expenses" resulting from:

- 4)** Failure of any products to accomplish their intended purpose;
- 5)** Breach of warranties of fitness, quality, durability or performance;
- 6)** Loss of customer approval, or any cost incurred to regain customer approval;

- 7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;
 - 8) Caprice or whim of the insured;
 - 9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;
 - 10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
 - 11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- b. Under **Section II - Who Is An Insured**, paragraph 4.d. is added as follows:
- d. **Coverage A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
- c. Under **Section III - Limits of Insurance**, paragraph 8. is added as follows:
- 8. The Limits of Insurance and rules stated below fix the most we will pay under this coverage part.
 - 1) The Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "product recall expenses" initiated during the policy period.
 - 2) The Each Occurrence Limit shown in the Summary of Coverages Declaration is the most we will pay in connection with any one defect or deficiency.
 - a) All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one occurrence.
 - b) Any amount reimbursed for "product recall expenses" in connection with any one occurrence will reduce the amount of the Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
 - c) If the Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.
- d) The Limits of Insurance of Product Recall Expense apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.
- 3) A Deductible of \$500 applies for Each Occurrence.
- d. Under **Section IV - Commercial General Liability Conditions, Condition 2 - Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph f. is added as follows:
- f. You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
 - 1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
 - 2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.
- e. Under **Section V - Definitions**, the following additional definitions are added:
- 1) "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".
 - 2) "Product recall expense" means:

a) Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal

you incur exclusively for the purpose of recalling "your product"; and

b) Your lost profit resulting from such "covered recall".

15. Property Damage Legal Liability - Broad Form

a. The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in the Limits of Insurance section of the Declarations for the Commercial General Liability Coverage Part.

b. Under **Section I - Coverage A**, the last paragraph (after the exclusions) is replaced in its entirety by the following:

Exclusions c. through n. do not apply to:

a. Damage by fire, lightning, explosion, smoke or leakage from fire protective systems; and

b. Damage caused by your client

to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to

this coverage as described in LIMITS OF INSURANCE (SECTION III).

c. Under **Section III - Limits of Insurance**, paragraph 6. is replaced in its entirety by the following:

6. Subject to 5. above:

a. The Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage":

1) Resulting from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination thereof; or

2) Caused by your client

to any one premises, rented to you or temporarily occupied by you, with permission of the owner.

b. The Damages to Premises Rented to You Limit is the greater of:

1) \$1,000,000 for damages due to fire, lightning, explosion, smoke or leakage from fire protective systems or any combination thereof; or

2) The Damage to Premises Rented to You Limit shown in the Declarations.

c. The Damages to Premises Rented to You Limit includes a sublimit of \$30,000 for damages caused by your client.

d. Under **Section IV - Commercial General Liability Conditions**, Condition 4. **Other Insurance**, paragraph b.(2) is replaced by the following:

That is property insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

e. Under **Section V - Definitions**, definition 9. **"Insured contract"**, a. is replaced in its entirety by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

f. This coverage does not apply if Fire Damage Legal Liability of Coverage A is excluded

either by the provisions of the Coverage Part or by endorsement.

- g. Your client is defined as a person who is under your direct care and supervision.

16. Supplementary Payments Increased Limits

Under **Section I - Supplementary Payments, Coverages A and B**, paragraphs **1.b.** and **1.d.** are replaced in their entirety as follows:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

17. Unintentional Failure to Disclose Hazards

Under **Section IV - Commercial General Liability Conditions, Condition 6. - Representations**, paragraph **d.** is added as follows:

- d. We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

18. Unintentional Failure to Notify

Under **Section IV - Commercial General Liability Conditions, Condition 2. - Duties in the Event of Occurrence, Offense, Claim or Suit**, paragraph **g.** is added as follows:

- g. Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ADDITIONAL INSURED-HUMAN SERVICES ORGANIZATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is hereby added to SECTION II – WHO IS AN INSURED:

- A.** Each of the following is also an insured, but only while performing duties related to the conduct of your business:
1. Any person or organization that has financial control of you or owns, maintains or controls premises occupied by you, and requires you, prior to any loss, to name them as an additional insured, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises;
 2. Your Independent contractors solely while performing services for a client of the Named Insured;
 3. Your Medical Directors and Administrators;
 4. Your Home Health Providers under your direct supervision or control, but only while performing for you private home respite or foster home care for the developmentally disabled; and
 5. Your Students in Training.
- B.** This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury”:
1. Arising out of any ongoing structural alterations, new construction or demolition operations performed by or for that person or organization;
 2. Included in the "products-completed operations hazard" and arising out of any structural alterations, new construction or demolition work performed by or for that person or organization; or
 3. Arising out of his or her rendering of or failure to render professional services.
- C.** The insurance provided by this coverage endorsement is excess over any other valid and collectible insurance (including deductible) or agreement of indemnity available to the insured, whether primary, excess, contingent or on any other basis. When this insurance is excess, we have no duty to investigate or defend any claim or “suit” if any other insurer has a duty to defend the insured against that claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.
- Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of a named insured to insure against liability arising from activities of the named insured and its employees, whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such other insurance policy, insurance program or defense or indemnification arrangement.
- Other valid and collectible insurance does not include any umbrella policy issued by us or any coverage specifically issued by us as excess over this policy. Nothing in this provision shall be construed to require any such umbrella or excess coverage issued by us to apply unless and until all other valid and collectible insurance is exhausted.
- D.** All other insuring agreements, exclusions, and conditions of this policy apply.

SPECIAL EVENTS LIMITATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

- 1.** Parades sponsored by the Insured;
- 2.** Aircraft or air shows;
- 3.** Automobile rallies;
- 4.** Motorcycle rallies or runs;
- 5.** Any Event involving the use of Firearms;
- 6.** Fireworks;
- 7.** Any activity involving Animals- other than household pets;
- 8.** Carnivals and fairs with mechanical rides sponsored by the Insured;
- 9.** Concerts with admissions of over 500 people;
- 10.** Events including contact sports;
- 11.** Rodeos;
- 12.** Political Rallies;
- 13.** Any event lasting more than 5 days including otherwise acceptable fund raising events;
- 14.** Any event with liquor provided by the Insured if a license is required for such activity;
- 15.** Any activities by third party telemarketing, direct mail, spam, email or internet advertising firms; or
- 16.** Any activities excluded by an endorsement issued by us and made part of this Coverage Part.

Insurance may apply to the aforementioned events if coverage is specifically scheduled to Form 421-0589.

FAILURE TO PERFORM CRIMINAL BACKGROUND INVESTIGATIONS EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the insured's failure to perform criminal background investigations of:

1. Any former, current or prospective:
 - a. "Employee"; or
 - b. Volunteer; or
2. Any other person or persons for whom the insured is or was legally responsible for their conduct.

SCHEDULED SPECIAL EVENTS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance applies to "bodily injury", "property damage", and "personal and advertising injury" arising out of the fund-raising events scheduled below:

Event(s)	Dates

Additional Premium	
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MEDICAL PAYMENTS INCREASED LIMIT AND EXTENDED REPORTING PERIOD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under **Section I - Coverage C**, paragraph **a.(2)** is replaced in its entirety by the following:
The expenses are incurred and reported to us within three years of the date of the accident; and
- B. Under **Section III - Limits of Insurance**, paragraph **7** is replaced in its entirety by the following:
Subject to **5**. above, the higher of:
 - a. \$20,000; or
 - b. The amount shown in the Declarations for Medical Expense Limitis the most we will pay under **Coverage C** for all medical expenses because of "bodily injury" sustained by one person.
- C. This coverage does not apply if **Coverage C - Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

EXCESS MEDICAL PAYMENTS COVERAGE FOR ATHLETIC PARTICIPANTS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion **e., Athletic Activities** under **Coverage C Medical Payments** will not apply to coverage provided on an excess basis, subject to **B.** and **C.** below.
- B. The following is added to **SECTION III – LIMITS OF INSURANCE:**
 - 8. Subject to **Paragraph 5.** above, a \$10,000 Excess Medical Expense Limit is the most we will pay under **COVERAGE C -- MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests. This coverage will be subject to a \$25,000 aggregate per policy period.
- C. **SECTION IV –COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance** is amended to include:

For **COVERAGE C -- MEDICAL PAYMENTS**, this insurance is excess over any accident policy (including deductible), whether primary, excess, contingent or on any other basis. We will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in the absence of this insurance. When coverage is provided by this endorsement and another coverage endorsement attached to this policy, the coverage and limit under this endorsement only will apply to a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

EXCLUSION – DESIGNATED SPECIAL EVENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Special Events:

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any activity or event shown in the Schedule or from any operation or premises associated with this activity or event.

ATHLETIC ACTIVITIES- MODIFIED MEDICAL PAYMENTS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under **Section I, Coverages, Coverage C Medical Payments**, Subsection **2, Exclusions**, Paragraph **e. Athletic Activities** is deleted and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

HUMAN SERVICES BROADENED NAMED INSURED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED:**

5. Any organization which you control and actively manage on the effective date of this policy. However, no organization is an insured under this endorsement who is also an insured under another policy or would have been an insured under another policy but for its termination or exhaustion of its limits of insurance.

The insurance provided by this coverage endorsement is excess over any other valid and collectible insurance (including deductible) or agreement of indemnity available to the insured, whether primary, excess, contingent or on any other basis. When this insurance is excess, we have no duty to investigate or defend any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of a named insured to insure against liability arising from activities of the named insured and its employees, whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such other insurance policy, insurance program or defense or indemnification arrangement.

Other valid and collectible insurance does not include any umbrella policy issued by us or any coverage specifically issued by us as excess over this policy. Nothing in this provision shall be construed to require any such umbrella or excess coverage issued by us to apply unless and until all other valid and collectible insurance is exhausted.

All other insuring agreements, exclusions, and conditions of this policy apply.

LIMITED RENTAL LEASE AGREEMENT EXTENSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under **Section I – Coverage A**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability**, the following is added:

- 1) At the named insured's request, we will reimburse the named insured for damages arising out of "bodily injury" or "property damage" that the named insured is obligated to pay by reason of the assumption of liability in a contract or agreement, that is not an "insured contract", regarding the rental or lease of premises on behalf of the named insured's client.
- 2) The most we will pay under this coverage extension is \$50,000 per occurrence.
- 3) This coverage extension only applies to a rental or lease agreement.
- 4) This coverage is excess over any other valid and collectible insurance (including deductible) or agreement of indemnity available to the client, whether primary, excess, contingent or on any other basis.

Other valid and collectible insurance includes, but is not limited to, policies or insurance programs purchased or established by or on behalf of the client to insure against liability arising from activities of the client, whether primary, excess, contingent, or on any other basis. The person seeking coverage shall cooperate with us to determine the existence, availability and coverage of any such other insurance policy, insurance program or defense or indemnification arrangement.

SUPPLEMENTARY PAYMENTS – IMAGE RESTORATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following provision is added to **Supplementary Payments – Coverage A and B, paragraph 1. :**

h. At your request, we will reimburse you for:

- 1.** The costs, such as recruiter expenses and advertising costs, of replacing an insured as a result of an actual or alleged “physical abuse, sexual molestation or sexual misconduct incident”, up to a limit of \$5,000 during the policy period; and
- 2.** The costs, such as image and public relations consulting, of restoring the Named Insured’s reputation and consumer confidence after a claim for “physical abuse, sexual misconduct or sexual molestation” up to a limit of \$5,000 during the policy period.

These payments will not reduce the limits of insurance. However, we will not be obligated to reimburse any insured for any expense after the limits of insurance of this policy have been exhausted by the payment of judgments or settlements.

PHYSICAL ABUSE, SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IN CONSIDERATION OF ADDITIONAL PREMIUM CHARGED, THE FOLLOWING ENDORSEMENT IS ADDED TO THE POLICY. PLEASE READ IT CAREFULLY AS IT CHANGES THE POLICY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Physical Abuse, Sexual Misconduct or Sexual Molestation Each Incident Limit \$
Physical Abuse, Sexual Misconduct or Sexual Molestation Aggregate Limit \$

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

Except for the insurance provided by this endorsement, the Coverage Part to which this endorsement is attached does not apply to any claim or "suit" seeking damages arising out of any actual or alleged "physical abuse, sexual misconduct or sexual molestation incident".

A. The following is added to SECTION I – COVERAGES:

1. Insuring Agreement

a. We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" arising out of a "physical abuse, sexual misconduct or sexual molestation incident" to which this insurance applies. 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 "bodily injury" to which this insurance does not apply. We may, at our discretion, investigate any "physical abuse, sexual misconduct or sexual molestation incident" and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE** of this endorsement; and
- 2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under the insurance provided by this endorsement.

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

b. This insurance applies to "bodily injury" only if:

- 1) The "bodily injury" is caused by a "physical abuse, sexual misconduct or sexual molestation incident" that takes place in the "coverage territory";
- 2) The first act of a "physical abuse, sexual misconduct or sexual molestation incident" occurs during the policy period; and
- 3) Prior to the policy period no insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of a "physical abuse, sexual misconduct or sexual molestation incident" or claim, knew or had reason to know that the "bodily injury" had occurred in whole or in part. If such a listed insured or authorized "employee" knew or had reason to know, prior to the policy period, that the "physical abuse, sexual misconduct or sexual molestation incident" occurred, then any continuation, change or resumption of such "bodily injury" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of a "physical abuse, sexual misconduct or sexual

molestation incident" or claim, includes any continuation, change or resumption of that "physical abuse, sexual misconduct or sexual molestation incident" after the end of the policy period.

- d. "Bodily injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of a "physical abuse, sexual misconduct or sexual molestation incident" or claim:

- 1) Reports all or any part of the "bodily injury" to us or any other insurer;
- 2) Receives a written or verbal demand or claim for damages because of the "bodily injury"; or
- 3) Becomes aware by any other means that the "bodily injury" has occurred or has begun to occur.

2. Exclusions

The insurance provided under this endorsement does not apply to:

a. Participating In or Knowingly Allowing "Physical Abuse, Sexual Misconduct or Sexual Molestation"

Any insured who participated in, knowingly allowed or directed any "physical abuse, sexual misconduct or sexual molestation incident".

b. Dishonest, Fraudulent, Criminal, Wrongful Or Malicious Act

"Bodily injury" arising out of any intentional, dishonest, fraudulent, criminal, wrongful or malicious act committed by, knowingly allowed or directed by any insured, including the willful or reckless violation of any statute or law.

This exclusion applies even if:

- 1) The insured or the person causing the "bodily injury" lacks the mental capacity to control or govern his or her own conduct; or
- 2) The insured or the person causing the "bodily injury" temporarily lacks the capacity to control or govern his or her own conduct or is temporarily unable to form any intent to cause harm.

This exclusion applies regardless whether the insured or the person causing the "bodily injury" is actually charged with or convicted of a crime.

c. Sex Discrimination

"Bodily injury" arising out of sex discrimination.

d. Contractual

Liability assumed by any insured under any 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.

e. Workers Compensation

Any obligation of any insured under a workers' compensation, disability benefits, or unemployment compensation law or any similar law.

f. Employer's Liability

Any claim made by or on behalf of:

- 1) Any "employee" of the insured arising out of and in the course of employment by any insured; or
- 2) Any person as a consequence of 1) above.

This Exclusion applies:

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

g. Employment-Related Practices

Any "claim" by or on behalf of:

- 1) A person arising out of any:
 - a) Refusal to employ that person;
 - b) Termination of that person's employment; or
 - c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- 2) Any person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs a), b), or c) above is directed.

This exclusion applies:

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

h. Punitive or Exemplary Damages

Any sum awarded for punitive damages, exemplary damages, multiplied damages, fines or penalties arising out of any "physical

abuse, sexual misconduct or sexual molestation incident".

i. **"Bodily injury", "property damage", "personal and advertising injury"**

- 1) "Bodily injury" for which insurance is provided by other insurance, or which would have been provided but for the exhaustion of limits; or
- 2) "Property damage" or "personal and advertising injury".

j. **Prior Insurance or Prior Condition**

"Bodily injury":

- 1) For which insurance is afforded under any policy with a policy period that began prior to the beginning of the policy period for this insurance, or
- 2) That results from a "physical abuse, sexual misconduct or molestation incident" that first commenced prior to the beginning of the policy period for this insurance.

B. The following is added to SECTION II - WHO IS AN INSURED:

For the purposes of the coverage provided by this endorsement, none of the following is an insured:

1. Any insured who participated in, knowingly allowed or directed a "physical abuse, sexual misconduct or sexual molestation incident"; or
2. Any person who, after having knowledge or reason to know of a "physical abuse, sexual misconduct or sexual molestation incident", has failed to comply with any applicable federal, state or local laws, ordinances or regulations which require the reporting of such act.

C. The following is added to SECTION III - LIMITS OF INSURANCE:

1. The Limits of Insurance shown in the Schedule or Declaration and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Physical Abuse, Sexual Misconduct or Sexual Molestation Aggregate Limit is the most we will pay for all damages because or arising in any way out of "physical abuse, sexual misconduct or sexual molestation" to which this insurance applies.
3. Subject to the Physical Abuse, Sexual Misconduct or Sexual Molestation Aggregate

Limit, the Physical Abuse, Sexual Misconduct or Sexual Molestation Each Incident Limit is the most we will pay for all damages sustained in any one "physical abuse, sexual misconduct or sexual molestation incident".

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

D. The following changes are hereby made to SECTION IV – CONDITIONS:

For the purposes of the coverage provided by this endorsement, Conditions 2.a. is replaced by the following:

2. Duties In The Event Of an Act, Error or Omission, "Claim" Or "Suit"

- a. You must see to it that we are notified as soon as practicable of a "physical abuse, sexual misconduct or sexual molestation incident" or an offense which may result in a claim. Notice should include:
 - 1) How, when and where the "physical abuse, sexual misconduct or sexual molestation incident" or offense took place;
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury arising out of the "physical abuse, sexual misconduct or sexual molestation incident" or offense.

E. The following additional Definitions are hereby added to SECTION V – DEFINITIONS:

1. "Physical abuse, sexual misconduct or sexual molestation" means actual or alleged physical abuse, physical sexual misconduct or physical sexual molestation arising out of a single, continuous or repeated exposure of one or more persons to acts of a physical abuse or sexual nature committed by:
 - a. One person; or
 - b. Two or more persons acting together or in related acts or series of acts.
2. "Physical abuse, sexual misconduct or sexual molestation incident" means an act or multiple,

However, "physical abuse, sexual misconduct or sexual molestation" does not include employment-related sexual harassment.

continuous, related or repeated acts of "physical abuse, sexual misconduct or sexual molestation" by one person or two or more persons acting together. All acts of "physical abuse, sexual misconduct or sexual molestation" by any one person, or two or more persons acting together will be deemed as one incident. The "physical abuse, sexual misconduct or sexual molestation incident" will be deemed to occur when the first "physical abuse, sexual misconduct or sexual molestation incident" takes place regardless of:

- a. The number of persons injured;
- b. The time period over which the "bodily injury" took place;

- c. The number of such acts; or
- d. Whether each such person participated in each act.

All "physical abuse, sexual misconduct or sexual molestation incidents" by one person, or two or more persons acting together will be considered one "physical abuse, sexual misconduct or sexual molestation incident".

3. "Bodily Injury"

For the purposes of this insurance, the definition of "bodily injury" is superseded by: "Bodily injury" means bodily injury, sickness or disease sustained by a person. "Bodily injury" includes mental anguish, mental injury, shock, fright or death resulting from physical injury.

INNOCENT PARTY DEFENSE COVERAGE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Aggregate Defense Expense Amount \$

When **"Not Applicable"** is entered in the Schedule, no Aggregate Defense Expense Amount applies, subject to Paragraph 2. below.

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

With respect to any insured for whom insurance is not provided because he or she is alleged to have participated in, knowingly allowed or directed any "physical abuse, sexual misconduct or sexual molestation incident" the following is added to **Section I - Coverages:**

1. We have the right but not the duty to defend the insured against any "suit" seeking damages for participating in, knowingly allowing or directing any "physical abuse, sexual misconduct or sexual molestation incident." We shall have no obligation, however, to pay any damages the insured becomes legally obligated to pay.
2. Subject to the Aggregate Defense Expense Amount shown in the Schedule:
 - a. If we elect to exercise our right to defend an insured as set forth in Section 1. we will pay "defense expenses" with respect to any "suit" for damages against the insured only until such time as the insured is adjudicated to be a wrongdoer or enters a plea of no contest; and
 - b. If we elect not to defend the insured against a "suit", we will reimburse the insured for "defense expenses" he or she incurred only if there is a "final adjudication" in the "suit" in favor of the insured in regards to the claim(s) that such insured committed, directed, participated in, or had knowledge of or consented to a "physical abuse, sexual misconduct or sexual molestation incident".

Any payment or reimbursement by us for "defense expenses" will end when the Aggregate Defense Expense Amount set forth in the Schedule has been used up in the payment or reimbursement of "defense expenses".

When "Not Applicable" is entered in the Schedule, any payment or reimbursement of "defense

expenses" by us will end when we have used up the Physical Abuse, Sexual Misconduct or Sexual Molestation Aggregate Limit of insurance in the payment of judgments or settlements.

3. The Aggregate Defense Expense Amount is the most we will pay or reimburse for the sum of all "defense expenses" arising out of paragraph 2. above. If the "policy period" is for more than one year, the Aggregate Defense Expense Amount applies separately to each consecutive annual period, and to any remaining period of less than 12 months starting with the beginning of the "policy period". But if the "policy period" is extended after issuance for less than 12 months, the additional period will be deemed part of the last preceding period for the purposes of determining the Aggregate Defense Expense Amount.
4. As used in this endorsement:
 - a. "Defense expenses" means those reasonable and necessary expenses that result from the defense of a specific claim or "suit," including:
 - 1) Attorney and paralegal fees and expenses;
 - 2) Costs of legal proceedings;
 - 3) Expenses incurred by the insured, but only at our direct request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work."Defense expenses" does not include:
 - 4) Salaries and expenses of our employees, including our employed attorneys, salaries and expense of the insured's employees (other than those described in paragraph a.3) above);

- 5) Fees and expenses of independent adjusters we hire;
- 6) Any damages, including punitive damages, exemplary damages, multiplied damages, fines or penalties; or
- 7) Any expenses incurred to prosecute any appeal on behalf of the insured in any court whatsoever.

b. "Final adjudication" means:

- 1) A trial involving a finding of facts, the presentation of witnesses and a final resolution on the merits in which all appeals are exhausted; or
- 2) A withdrawal of the "suit" with prejudice.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.

ADDITIONAL SUPPLEMENTARY PAYMENTS ENDORSEMENT – HUMAN SERVICES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF SUPPLEMENTARY PAYMENT EXTENSIONS

	Payment	Policy Period Limit
1.	Identity Theft Expense	\$5,000
2.	Terrorism Travel Expense	\$5,000
3.	Emergency Real Estate Consulting Fee	\$5,000
4.	Executive Officer Replacement Expenses	\$50,000
5.	Insured's Work Material Expenses	\$1,000
6.	Kidnapping Expenses	\$50,000
7.	Unpaid Donations Pledges	\$5,000

The following provisions are added to **SUPPLEMENTARY PAYMENTS – COVERAGE A AND B, paragraph 1. :**

h. At the insured's request, we will reimburse:

1. Identity Theft Expense

Any current Director or Officer of the Named Insured for "identity theft expenses" incurred as the direct result of any "identity theft" first discovered and reported during the policy period. Any act or series of acts committed by one or more persons, or in which such person or persons are aiding or abetting others against the Director or Officer, is considered to be one "identity theft", even if a series of acts continues into a subsequent policy period. The most we will pay under this provision is \$5,000 for all current Directors and Officers combined.

For the purposes of this **SUPPLEMENTARY PAYMENT** the following definitions apply:

a. "Identity Theft" means:

The act of knowingly transferring or using, without lawful authority, a means of identification of any Director or Officer (or spouse thereof) of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.

b. "Identity theft expenses" mean:

- 1)** Costs for notarizing affidavits or similar documents attesting to "identity theft" required by financial institutions or similar credit grantors or credit

agencies;

- 2)** Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors related to the "identity theft";
- 3)** Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information due to "identity theft"; or
- 4)** Charges incurred for long distance telephone calls to merchants, law enforcement agencies, financial institutions or similar credit grantors, or credit agencies to report or discuss an actual "identity theft".

2. Terrorism Travel Expense

Any current Director or Officer of the Named Insured "emergency travel expenses" which are incurred due to a "Certified Act of Terrorism" which occurs during the policy period. The most we will pay under this provision is \$5,000 for all current Directors and Officers combined.

For the purposes of this **SUPPLEMENTARY PAYMENT** the following definitions apply:

- a.** "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act

of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- 1) The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - 2) The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- b. "Emergency Travel Expenses" mean, while traveling in the course of the Named Insured's business:
- 1) Hotel expenses incurred which directly result from the cancellation of a scheduled transport, by train or air, by a commercial transportation carrier resulting directly from and within forty-eight hours of a "Certified Act of Terrorism"; and
 - 2) The increased amount incurred in fare which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a "Certified Act of Terrorism".

3. Realtor or Real Estate Consulting Fee

The insured for any realtor's fee or real estate consultant's fee required because the insured must relocate due to damage to the insured's primary location during the policy period, which makes that location unusable for more than 72 hours. The most we will pay under this provision is \$5,000 for all insureds combined.

4. Executive Officer Replacement Expenses

The insured for the following expenses related to the replacement of the Chief Executive Officer or Executive Director who dies or becomes totally or permanently disabled during the policy period, as a result of an act of violence or an accident that occurs during the policy period:

- a. Costs of advertising the employment position opening;

- b. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position open; and
- c. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including but not limited to overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up employment contracts.

The most we will pay under this provision is \$50,000 for all insureds combined.

5. Insured's Work Material

The insured for 50% of the deductible paid under their personal or business property insurance policy for theft, during the policy period, of any "work material" that is stolen from a residence or automobile such insured owns or leases. The most we will pay under this provision is \$1,000 for all insureds combined.

For the purposes of this **SUPPLEMENTARY PAYMENT** the following definition applies:

"Work material" means equipment, including stores of data and client records that are used by the insured solely in the scope of the Named Insured's business.

6. Kidnapping Expenses

The insured for "kidnapping expenses" which are incurred in response to the kidnapping of a Director or Officer of the insured or their spouse or child, which takes place in the United States and during the policy period. We will not reimburse any insured for any expenses incurred in any kidnapping by or at the direction of any present or former family member of the kidnapped victim. The most we will pay under this provision is \$50,000 for all insureds combined.

For the purposes of this Supplementary Payment the following definition applies:

"Kidnapping expenses" mean:

- a. Fees and expenses of an independent negotiator or consultant who is retained and who we agree to.
- b. Costs of travel and accommodations incurred by the named insured which become necessary due to the kidnapping.
- c. The reward paid by the named insured, which is pre-approved by us, to an informant for information not otherwise available which leads to the arrest and

conviction of persons responsible for any damages under this policy, and

- d. Current salary to a director or officer of the Named Insured who is kidnapped, provided; however, that the director or officer of the Named Insured is held for more than thirty (30) days. Salary shall be paid for a period starting with the abduction and ending upon the earliest of:
 - 1) The release of the director or officer; or
 - 2) The death of the director or officer; or
 - 3) 120 days after the company receives the last credible evidence that the director or officer is still alive; or
 - 4) Twelve (12) months after the date of kidnapping; or
 - 5) The exhaustion of the "kidnapping expenses" limit,

whichever comes first.

7. Unpaid Donation Pledges

The insured for "Unpaid Donations Pledges". The most we will pay under this provision is \$5,000 for all insureds combined.

With respect to any "Unpaid Donation Pledge", the following applies:

- a. The donor must never have been in bankruptcy, or have filed for bankruptcy or reorganization prior to the time the pledge was made to the insured;
- b. For non-cash donations, payment by us of an "unpaid donation pledge" will be based on the fair market value of the non-cash donation at the time of the request for reimbursement;
- c. In the case of unemployment of a natural person donor and as a condition of payment of the "unpaid donation pledge":
 - 1) Neither the natural person donor nor the insured shall have reason to believe the donor would become unemployed subsequent to the pledge date;
 - 2) The donor shall be unemployed for at least 60 days prior to us making payment; and
 - 3) The insured, at the time of the request for reimbursement, must provide written documentation of the donor's unemployment status.
- d. No payments will be made by us for any written pledge of funds or other valuable

tangible property that is dated prior to the policy period; and

- e. A donation amount which is to be collected by the insured over more than a 12 month period shall be deemed a single donation commencing from the date of the pledge.

For the purposes of this **SUPPLEMENTARY PAYMENT** the following definition applies:

"Unpaid donations pledges" mean a written notice to the insured during the policy period of:

- f. The bankruptcy or reorganization of any donor when such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other valuable tangible property to the insured; or
- g. The unemployment of a natural person donor preventing such donor from honoring a prior written pledge of funds or other valuable tangible property of the insured.

The **SUPPLEMENTARY PAYMENTS** listed above will not reduce the limits of insurance. However, we will not be obligated to reimburse any insured for any **SUPPLEMENTARY PAYMENTS** listed above, after the limits of insurance of this policy have been exhausted by the payment of judgments or settlements.

SERFF Tracking Number: *HNVR-125808541* *State:* *Arkansas*
First Filing Company: *Hanover American Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *GL-CW-08521-01F*
TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2001 Commercial General Liability*
Product Name: *Commercial General Liability; Human Services*
Project Name/Number: *Commercial General Liability; Human Services/GL-CW-08521-01F*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HNVR-125808541 State: Arkansas
First Filing Company: Hanover American Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: GL-CW-08521-01F
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Commercial General Liability; Human Services
Project Name/Number: Commercial General Liability; Human Services/GL-CW-08521-01F

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Accepted for Informational 09/19/2008
Purposes

Comments:

P & C Transmittal Documents are attached.

Attachments:

AR P&C Trans Document - Forms.pdf
FormSchedule.pdf
FormsFilingAbstract.pdf

Satisfied -Name: Form Filing Memorandum

Review Status:

Accepted for Informational 09/19/2008
Purposes

Comments:

Form Filing Memorandum is attached.

Attachment:

Form Filing Memo-GL.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 style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
The Hanover Insurance Group	0088

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Hanover Insurance Company	NH	22292	13-5129825	
Massachusetts Bay Insurance Company	NH	22306	04-2217600	
Hanover American Insurance Company	NH	36064	04-3063898	

5. Company Tracking Number	GL-CW-08521-01F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Ann-Marie T. Blute 440 Lincoln Street Worcester MA 01653	Senior State Filings Consultant	508-855-3234	508-855-4786	ablute@hanover.com
7.	Signature of authorized filer		<i>Ann-Marie T. Blute</i>		
8.	Please print name of authorized filer		Ann-Marie T. Blute		

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

9.	Type of Insurance (TOI)	17.000; Other Liability
10.	Sub-Type of Insurance (Sub-TOI)	17.0001; 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: 10/9/2008 Renewal: 10/9/2008
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	N/A
17.	Reference Organization # & Title	N/A
18.	Company's Date of Filing	09/08/2008
19.	Status of filing in domicile	<input checked="" 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 #	GL-CW-08521-01F
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Effective October 9, 2008, for both new and renewal policies, our companies wish to file the attached new endorsements in our Commercial General Liability Program. The filing will apply to both monoline and package policies. The corresponding rates and rules are exempt from filing requirements and will be maintained in a "desk" filing in our offices.

Hanover has created several new general liability endorsements designed to meet the unique needs of human service agencies. Human service agencies offer a wide range of services to families and individuals including: addiction services, developmental disabilities services, mental health services, community programs, and aging and youth services. The new endorsements include:

- Human Services General Liability Broadening Endorsement
- Additional Insured- Human Services Organizations
- Human Services Broadened Named Insured
- Limited Rental Lease Agreement Extension
- Athletic Activities- Modified Med-Pay
- Med-Pay Increased Limit and Extended Reporting Period
- Excess Med-Pay Coverage for Athletic Participants
- Special Events Limitation
- Designated Special Events Exclusion
- Scheduled Special Events
- Professional Services Exclusion
- Additional Supplementary Payments

We are also filing a variety of general liability endorsements relating to Physical Abuse, Sexual Misconduct or Sexual Molestation Coverage. These endorsements include:

- Failure to Perform Background Investigations Exclusion Endorsement
- Supplementary Payments – Image Restoration
- Physical Abuse, Sexual Misconduct or Sexual Molestation Coverage
- Innocent Party Defense Coverage Endorsement.

A detailed Form Filing Memorandum explaining the coverage and the required transmittal documents have also been included.

If you should have any questions or require additional information, please do not hesitate to contact this office. Thank you for your time and attention to this matter.

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]
	<p>Check #: N/A - EFT</p> <p>Amount: \$50</p>

Effective March 1, 2007

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 #	GL-CW-08521-01F
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A
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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	Additional Supplementary Payments Endorsement - Human Services	421-0582 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Exclusion - Professional Services	421-0548 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Human Services General Liability Broadening Endorsements	421-0549 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Additional Insured - Human Services Organizations	421-0550 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Special Events Limitation Endorsement	421-0551 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Failure to Perform Background Investigations Exclusion	421-0554 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Scheduled Special Events Endorsement	421-0589 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Medical Payments Increased Limit and Extended Reporting Period Endorsement	421-0590 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Excess Medical Payments Coverage for Athletic Participants Endorsement	421-0591 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Exclusion - Designated Special Events	421-0592 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Athletic Activities - Modified Medical Payments Endorsement	421-0593 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

FORM FILING SCHEDULE (cont.)State: Arkansas Company Tracking # GL AR08521CGF01 Page 2 of 2

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
12	Human Services Broadened Named Insured Endorsement	421-0595 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
13	Limited Rental Lease Agreement Extension Endorsement	421-0597 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Supplementary Payments - Image Restoration Endorsement	421-0598 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Physical Abuse, Sexual Misconduct or Sexual Molestation Liability Coverage Endorsement	421-0552 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Innocent Party Defense Coverage Endorsement	421-0555 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

ARKANSAS INSURANCE DEPARTMENT

FORM FILING ABSTRACT

ALL QUESTIONS MUST BE ANSWERED

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed September 9, 2008

2. Company Name(s) Hanover Insurance Company, The Hanover American Insurance Company, Massachusetts Bay Insurance Company

Group Name The Hanover Insurance Group NAIC No. 22306 Group No. 0088

3. (a) Annual Statement Line of Business Number (Page 14) 17. Other Liability

(b) Class of Business _____

© Coverages Affected _____

4. (a) Name of Advisory Organization, if any N/A

(b) Affiliations with Advisory Organization: Member () Subscriber ()

5. Is this a reference filing? Yes () No () If yes, please provide the following:

(a) Name of Advisory Organization (or Affiliated Company) _____

(b) Date of Filing _____

© Filing Designation Number or Description _____

PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM

7. Has the form(s) been approved for use in your domiciliary state and/or other states?
Still pending

8. Is the form filed in response to or due to legislation? If so, specify legislation.
No

9. Is the form in response to or due to recent court decisions? If so, give citation.
No

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Ann-Marie T. Blute

Signature

Ann-Marie T. Blute, Senior State Filings Consultant

Title

508-855-3234

Telephone Number

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
	10/9/08	421-0582 09 08	Additional Supplementary Payments Endorsement - Human Services
	10/9/08	421-0548 09 08	Exclusion - Professional Services
	10/9/08	421-0549 09 08	Human Services General Liability Broadening Endorsements
	10/9/08	421-0550 09 08	Additional Insured - Human Services Organizations
	10/9/08	421-0551 09 08	Special Events Limitation Endorsement
	10/9/08	421-0554 09 08	Failure to Perform Background Investigations Exclusion
	10/9/08	421-0589 09 08	Scheduled Special Events Endorsement
	10/9/08	421-0590 09 08	Medical Payments Increased Limit and Extended Reporting Period Endorsement
	10/9/08	421-0591 09 08	Excess Medical Payments Coverage for Athletic Participants Endorsement
	10/9/08	421-0592 09 08	Exclusion - Designated Special Events
	10/9/08	421-0593 09 08	Athletic Activities - Modified Medical Payments Endorsement
	10/9/08	421-0595 09 08	Human Services Broadened Named Insured Endorsement
	10/9/08	421-0597 09 08	Limited Rental Lease Agreement Extension Endorsement
	10/9/08	421-0598 09 08	Supplementary Payments - Image Restoration Endorsement
	10/9/08	421-0552 09 08	Physical Abuse, Sexual Misconduct or

	10/9/08	421-0555 09 08	Sexual Molestation Liability Coverage Endorsement Innocent Party Defense Coverage Endorsement
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Hanover Insurance Group Form Explanatory Memorandum

Human Services Liability Coverage

Hanover Insurance Group, in an effort to further address the needs of our Policyholders, has developed a variety of General Liability coverage endorsements to address the needs of Human Services organizations. Human service agencies offer a wide range of services to families and individuals including: adoption services, developmental disabilities services, mental health services, community programs, and aging and youth services.

Hanover has created several new general liability endorsements designed to meet the unique needs of human service agencies. The new endorsements include:

- Human Services General Liability Broadening Endorsement
- Additional Insured- Human Services Organizations
- Human Services Broadened Named Insured
- Limited Rental Lease Agreement Extension
- Athletic Activities- Modified Med-Pay
- Med-Pay Increased Limit and Extended Reporting Period
- Excess Med-Pay Coverage for Athletic Participants
- Special Events Limitation
- Designated Special Events Exclusion
- Scheduled Special Events
- Professional Services Exclusion

We are also filing a variety of general liability endorsements relating to Physical Abuse, Sexual Misconduct or Sexual Molestation Coverage. These endorsements include:

- Failure to Perform Background Investigations Exclusion Endorsement
- Supplementary Payments – Image Restoration
- Physical Abuse, Sexual Misconduct or Sexual Molestation Coverage
- Innocent Party Defense Coverage Endorsement

Form Coverage Descriptions:

HUMAN SERVICES GENERAL LIABILITY BROADENING ENDORSEMENT 421-0549

This endorsement includes a variety of broadening components designed to meet the specialized coverage needs of these insureds. Pricing information is contained in our rate and rule filing memo.

ADDITIONAL INSURED – HUMAN SERVICES ORGANIZATIONS 421-0550

This optional endorsement adds to the “who is an insured” section of the CGL policy to include:

- Persons or organizations with respect to their financial control of the insured or the premises they own or maintain while leased by the insured
- Independent contractors including: home healthcare providers, managers and supervisors, medical administrators and directors.

There is no premium charge for this endorsement.

HUMAN SERVICES BROADENED NAMED INSURED ENDORSEMENT 421-0595

This optional endorsement broadens the named insured provision on the CGL to respond to the unique ownership and control structures of human service agencies and their subsidiaries.

There is no premium charge for this endorsement.

Hanover Insurance Group Form Explanatory Memorandum
LIMITED RENTAL LEASE AGREEMENT EXTENSION ENDORSEMENT 421-0597

This optional endorsement indemnifies the named insured for their liability assumed in a contract or agreement regarding the rental or lease of premises **by their client** for up to \$50,000.

There is no premium charge for this endorsement.

ATHLETIC ACTIVITIES – MODIFIED MEDICAL PAYMENTS ENDORSEMENT 421-0593

This optional endorsement modifies the Medical Payments exclusion to include only those actually taking part in athletics.

There is no premium charge for this endorsement.

MEDICAL PAYMENTS INCREASED LIMIT AND EXTENDED REPORTING PERIOD END. 421-0590

This optional endorsement increases the medical payments limit from \$5,000 to \$20,000 and extends the reporting period from 1 year to 3 years.

The charge for this endorsement is shown in our rate and rule memo.

EXCESS MEDICAL PAYMENTS COVERAGE FOR ATHLETIC PARTICIPANTS ENDORSEMENT 421-0591

This optional endorsement provides excess medical payments for athletic participants for a policy aggregate limit of \$25,000.

There is no premium charge for this endorsement.

SPECIAL EVENTS LIMITATION ENDORSEMENT 421-0551

This optional endorsement provides coverage for special fundraising events except when specifically excluded.

There is no premium charge for this endorsement.

SCHEDULED SPECIAL EVENTS ENDORSEMENT 421-0589

This optional endorsement works in conjunction with the above-mentioned Special Events Endorsement. This endorsement allows the insured to schedule specific special events that are excluded on the Special Events Endorsement for an additional premium.

Charges for this endorsement are reflected in our rate and rule memo.

EXCLUSION – DESIGNATED SPECIAL EVENTS 421-0592

This optional endorsement works in conjunction with the above-mentioned Special Events Endorsement. This endorsement excludes scheduled special events.

There is no premium charge for this endorsement.

EXCLUSION - PROFESSIONAL SERVICES 421-0548

This mandatory endorsement adds an exclusion to the CGL policy to specifically exclude bodily injury, property damage and personal and advertising injury arising out of professional services performed by the human services organization.

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There is no premium charge for this endorsement.

ADDITIONAL SUPPLEMENTARY PAYMENTS ENDORSEMENT – HUMAN SERVICES 421- 0582

This endorsement provides a package of additional payments for insureds tailored the business exposures of Human Services organizations

There is no premium charge for this endorsement.

FAILURE TO PERFORM BACKGROUND INVESTIGATIONS EXCLUSION 421-0554

This endorsement precludes coverage for losses arising from allegations of abuse if the insured has failed to do the appropriate criminal background checks for all employees and volunteers.

There is no premium charge for this endorsement.

SUPPLEMENTARY PAYMENTS – IMAGE RESTORATION ENDORSEMENT 421-0598

This endorsement provides the insured with reimbursement of expenses arising in the aftermath of an incident of abuse or molestation, including amounts used to restore consumer confidence in the agency.

There is no premium charge for this endorsement.

PHYSICAL ABUSE, SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY COVERAGE ENDORSEMENT 421-0552

This optional endorsement supplies coverage for incidents of abuse, misconduct or molestation that would be excluded under the General Liability coverage part.

Premium charges for this endorsement are reflected in our rate and rule filing memo.

INNOCENT PARTY DEFENSE COVERAGE ENDORSEMENT 421-0555

This endorsement supplies reimbursement for defense costs incurred by the insured in the course of a trial relating to an incident of abuse or molestation. Such reimbursement is only available in the event the insured is ultimately found not guilty of the abuse or molestation.

There is no premium charge for this endorsement.