

SERFF Tracking Number: HRLV-125795359 State: Arkansas
First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: GLKLG081508-1
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: GL
Project Name/Number: GL Product Standardization - initial/

Filing at a Glance

Companies: Harleysville Insurance Company, Harleysville Preferred Insurance Company, Harleysville Worcester Insurance Company

Product Name: GL SERFF Tr Num: HRLV-125795359 State: Arkansas
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
Made/Occurrence
Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: GLKLG081508-1 State Status: Fees verified and received
Filing Type: Form Co Status: Product Standardization Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
- Phase 3B -initial
Author: Carol Zwoyer Disposition Date: 09/18/2008
Date Submitted: 08/29/2008 Disposition Status: Approved
Effective Date Requested (New): 02/01/2009 Effective Date (New):
Effective Date Requested (Renewal): 07/01/2009 Effective Date (Renewal):
State Filing Description:

General Information

Project Name: GL Product Standardization - initial Status of Filing in Domicile:
Project Number: Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 09/18/2008 Deemer Date:
State Status Changed: 09/18/2008
Corresponding Filing Tracking Number:
Filing Description:
Harleysville Preferred Insurance Company, Harleysville Insurance Company and Harleysville Worcester Insurance Company have been granted authority to transact business by the state of Arkansas. It is our intent to begin active operation February 1, 2009.

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Company and Contact

Filing Contact Information

Carol Zwoyer, Senior State Filing Analyst czwoyer@harleysvillegroup.com
 355 Maple Avenue (215) 256-5735 [Phone]
 Harleysville, PA 19438-2297 (215) 256-5678[FAX]

Filing Company Information

Harleysville Insurance Company	CoCode: 23582	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 41-0417250	

Harleysville Preferred Insurance Company	CoCode: 35696	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 23-2384978	

Harleysville Worcester Insurance Company	CoCode: 26182	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 04-1989660	

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Insurance Company	\$0.00	08/29/2008	
Harleysville Preferred Insurance Company	\$50.00	08/29/2008	22207341
Harleysville Worcester Insurance Company	\$0.00	08/29/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/18/2008	09/18/2008

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Disposition

Disposition Date: 09/18/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	cover letter, exhibits A & B	Approved	Yes
Form	Liquor Liability Coverage Part Declaration	Approved	Yes
Form	Products/Completed Operations Liability Coverage Part Declarations	Approved	Yes
Form	Spray Painting Property Damage Deductible Insurance	Approved	Yes
Form	Mortician's and Funeral Director' s Malpractice Liability Endorsement	Approved	Yes
Form	Pastoral Counseling Professional Liability Endorsement	Approved	Yes
Form	Fuel Oiler Dealers Delivery Agreement Endorsement	Approved	Yes
Form	Non-Pyramiding of Limits	Approved	Yes
Form	Exclusion - Asbestos, Silica or Talc	Approved	Yes
Form	Lead Liability Exclusion	Approved	Yes
Form	Sewage Back-Up Property Damage Coverage	Approved	Yes
Form	Cemetery Professional Liability Endorsement	Approved	Yes
Form	Limited Pollution Coverage	Approved	Yes
Form	General Liability Enhancement Endorsement	Approved	Yes
Form	Limited Product Withdrawal Expense Endorsement	Approved	Yes
Form	Exclusion - Year 2000 Computer-Related and Other Electronics Problems	Approved	Yes
Form	Sewage Back-Up Property Damage Liability Exclusion	Approved	Yes
Form	Exclusion - Aircraft Products	Approved	Yes
Form	Lost Key Coverage	Approved	Yes
Form	General Liability Enhancement Endorsement Contractors	Approved	Yes
Form	Exclusion - Unsolicited Faxes, Telephone	Approved	Yes

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Calls and Emails

Form	Other Insurance Amendment	Approved	Yes
Form	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization	Approved	Yes
Form	Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement with You	Approved	Yes
Form	Additional Insured - Owners, Lessees or Contractors - Completed Operations	Approved	Yes
Form	Additional Insured - Owners, Lessees or Contractors	Approved	Yes
Form	Amendment of Insured Contract Definition	Approved	Yes
Form	Exclusion - Propducts-Completed Operations Hazard	Approved	Yes
Form	Exclusion - Residential Multi-Unit Construction Defect	Approved	Yes
Form	Exclusion - Methyl Tertiary Butyl Ether (MTBE)	Approved	Yes
Form	Exclusion - Tobacco Health Hazards	Approved	Yes
Form	Additional Insured - Owners, Lessees or Contractors - Completed Operations - Automatic Status When Required in Construction Agreement with You	Approved	Yes
Form	Printers Errors and Omissions Liability	Approved	Yes
Form	Voluntary Property Damage Endorsement	Approved	Yes
Form	Commercial General Liability Coverage Part	Approved	Yes
Form	Commercial General Liability Coverage Part Supplemental Schedule	Approved	Yes
Form	Commercial Lines Common Policy Declaration	Approved	Yes
Form	Policy Change Document	Approved	Yes
Form	Additional Insured Schedule	Approved	Yes
Form	Additional Interest Schedule	Approved	Yes

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Form	Form Schedule	Approved	Yes
Form	Location Schedule	Approved	Yes
Form	Named Insured Schedule	Approved	Yes
Form	Policyholder Notice Schedule	Approved	Yes
Form	Declaration Page Extension	Approved	Yes
Form	Fee-Surcharge Schedule	Approved	Yes
Form	Exclusion - Exterior Insulation and Finish Systems (EIFS)	Approved	Yes
Form	Manuscript Endorsement	Approved	Yes
Form	Manuscript Endorsement	Approved	Yes
Form	Owners and Contractors Protection Liability Policy Declarations	Approved	Yes
Form	Railroad Protection Liability	Approved	Yes
Form	Policy Jacket - Harleysville Worcester Insurance Company	Approved	Yes
Form	Policy Jacket - Harleysville Preferred Insurance Company	Approved	Yes
Form	Policy Jacket - Harleysville Insurance Company	Approved	Yes
Form	Church Liability Enhancement Endorsement	Approved	Yes
Form	Abuse and Molestation Liability	Approved	Yes
Form	Equipment Dealers GL Enhancement Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Liquor Liability Coverage Part Declaration	CG-0710	12-06	Declaration New s/Schedule		0.00	CG-0710_Ed_AQS.pdf
Approved	Products/Completed Operations Liability Coverage Part Declarations	CG-7009	12-06	Declaration New s/Schedule		0.00	CG-7009_Ed_AQS.pdf
Approved	Spray Painting Property Damage Deductible Insurance	CG-7100	12-06	Endorsement/New Amendment/Conditions		0.00	CG-7100_Ed 12-06_Spray Painting Prop Dmg Ded Ins.pdf
Approved	Mortician's and Funeral Directors Malpractice Liability Endorsement	CG-7101	12-06	Endorsement/New Amendment/Conditions		0.00	CG-7101_Ed.pdf
Approved	Pastoral Counseling Professional Liability Endorsement	CG-7102	12-06	Endorsement/New Amendment/Conditions		0.00	CG-7102_Ed 12-06_Pastoral Counseling Pro Liab Endmt.pdf
Approved	Fuel Oiler Dealers Delivery Agreement Endorsement	CG-7104	12-06	Endorsement/New Amendment/Conditions		0.00	CG-7104_Ed.pdf
Approved	Non-Pyramiding of Limits	CG-7105	12-06	Endorsement/New Amendment/Conditions		0.00	CG-7105_Ed 12-06_Non-Pyramiding of Limits.pdf

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<i>First Filing Company:</i>	<i>Harleysville Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>				
<i>Company Tracking Number:</i>	<i>GLKLG081508-1</i>						
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>				
<i>Product Name:</i>	<i>GL</i>						
<i>Project Name/Number:</i>	<i>GL Product Standardization - initial/</i>						
Approved	Exclusion - Asbestos, Silica or Talc	CG-7108	12-01	Endorsement/Amendment/Conditions	New	0.00	CG-7108_Ed 12-01_ Exclusion - Asbestos, Silica or Talc.pdf
Approved	Lead Liability Exclusion	CG-7149	9-01	Endorsement/Amendment/Conditions	New	0.00	CG-7149_Ed 9-01_ Lead Liability Exclusion.pdf
Approved	Sewage Back-Up Property Damage Coverage	CG-7178	9-96	Endorsement/Amendment/Conditions	New	0.00	CG-7178_Ed.pdf
Approved	Cemetery Professional Liability Endorsement	CG-7183	12-06	Endorsement/Amendment/Conditions	New	0.00	CG-7183_Ed 12-06_ Cemetery Prof Liab Endmt.pdf
Approved	Limited Pollution Coverage	CG-7185	07-08	Endorsement/Amendment/Conditions	New	0.00	CG-7185.pdf
Approved	General Liability Enhancement Endorsement	CG-7186	9-04	Endorsement/Amendment/Conditions	New	0.00	CG-7186_Ed 9-04_ GL Enhancement Endorsement.pdf
Approved	Limited Product Withdrawal Expense Endorsement	CG-7192	2-02	Endorsement/Amendment/Conditions	New	0.00	CG-7192_Ed 2-02_ Ltd Product Withdrawal Expense.pdf
Approved	Exclusion - Year 2000 Computer-	CG-7195	9-01	Endorsement/Amendment	New	0.00	CG-7195_Ed 9-01_

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Related and Other Electronics Problems	ent/Conditions	Exclusion - Y2K.pdf
Approved Sewage Back-Up Property Damage Liability Exclusion	CG-7220 12-01 Policy/Coverage Form	0.00 CG-7220_Ed 12-01_Sewage Back-up Exclusion.pdf
Approved Exclusion - Aircraft Products	CG-7226 12-06 Endorsement/Amendment/Conditions	0.00 CG-7226_Ed 12-06_Exc- Aircraft Products.pdf
Approved Lost Key Coverage	CG-7228 12-06 Endorsement/Amendment/Conditions	0.00 CG-7228_Ed 12-06_Lost Key Cvge.pdf
Approved General Liability Enhancement Endorsement Contractors	CG-7244 9-04 Endorsement/Amendment/Conditions	0.00 CG-7244_Ed.pdf
Approved Exclusion - Unsolicited Faxes, Telephone Calls and Emails	CG-7248 12-04 Endorsement/Amendment/Conditions	0.00 CG-7248_Ed.pdf
Approved Other Insurance Amendment	CG-7249 12-04 Endorsement/Amendment/Conditions	0.00 CG-7249_Ed 12-04_Other Insurance Amendment.pdf
Approved Additional Insured - Owners, Lessees or Contractors - Scheduled Person or	CG-7253 3-05 Endorsement/Amendment/Conditions	0.00 CG-7253_Ed.pdf

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Organization						
Approved	Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement with You	CG-7254	3-05	Endorsement/Amendment/Conditions	New	0.00 CG-7254_Ed.pdf
Approved	Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG-7255	3-05	Endorsement/Amendment/Conditions	New	0.00 CG-7255_Ed.pdf
Approved	Additional Insured - Owners, Lessees or Contractors	CG-7256	3-05	Endorsement/Amendment/Conditions	New	0.00 CG-7256_Ed.pdf
Approved	Amendment of Insured Contract Definition	CG-7257	3-05	Endorsement/Amendment/Conditions	New	0.00 CG-7257_Ed.pdf
Approved	Exclusion - Propducts-Completed Operations Hazard	CG-7258	3-05	Endorsement/Amendment/Conditions	New	0.00 CG-7258_Ed.pdf
Approved	Exclusion - Residential Multi-Unit Construction Defect	CG-7259	3-05	Endorsement/Amendment/Conditions	New	0.00 CG-7259_Ed.pdf
Approved	Exclusion - Methyl Tertiary Butyl Ether (MTBE)	CG-7261	8-05	Endorsement/Amendment/Conditions	New	0.00 CG-7261_Ed.pdf
Approved	Exclusion -	CG-7262	8-05	Endorsement/Amendment/Conditions	New	0.00 CG-7262

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<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>			
<i>Product Name:</i>	<i>GL</i>					
<i>Project Name/Number:</i>	<i>GL Product Standardization - initial/</i>					
	Tobacco Health Hazards			nt/Amendment/Conditions		_Ed 8-05_ Exclusion - Tobacco Health Hazards.pdf
Approved	Additional Insured - Owners, Lessees or Contractors - Completed Operations - Automatic Status When Required in Construction Agreement with You	CG-7263	8-05	Endorsement/New Amended/Conditions	0.00	CG-7263_Ed.pdf
Approved	Printers Errors and Omissions Liability	CG-7264	8-05	Endorsement/New Amended/Conditions	0.00	CG-7264_Ed.pdf
Approved	Voluntary Property Damage Endorsement	CG-7273	12-06	Endorsement/New Amended/Conditions	0.00	CG-7273_Ed 12-06_Vol Prop Dmg Endmt.pdf
Approved	Commercial General Liability Coverage Part	CG-7274	11-06	Policy/Coverage Form	0.00	CG-7274 (Ed 12-06)_AQS.pdf
Approved	Commercial General Liability Coverage Part Supplemental Schedule	CG-7275	11-06	Declaration News/Schedule	0.00	CG-7275 (Ed 11-06)_AQS.pdf
Approved	Commercial Lines Common Policy Declaration	GU-7000	3-08	Declaration News/Schedule	0.00	GU-7000_Ed. 3-08_Common Policy Dec.pdf

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Approved	Policy Change Document	GU-7001	07-08	Other	New	0.00	GU-7001.pdf
Approved	Additional Insured Schedule	GU-7002	11-06	Declaration	News/Schedule	0.00	GU-7002.pdf
Approved	Additional Interest Schedule	GU-7003	11-06	Declaration	News/Schedule	0.00	GU-7003.pdf
Approved	Form Schedule	GU-7004	11-06	Declaration	News/Schedule	0.00	GU-7004.pdf
Approved	Location Schedule	GU-7005	11-06	Declaration	News/Schedule	0.00	GU-7005.pdf
Approved	Named Insured Schedule	GU-7008	11-06	Declaration	News/Schedule	0.00	GU-7008.pdf
Approved	Policyholder Notice Schedule	GU-7009	11-06	Declaration	News/Schedule	0.00	GU-7009.pdf
Approved	Declaration Page Extension	GU-7013	11-06	Endorseme	New nt/Amendm ent/Condi tions	0.00	GU-7013.pdf
Approved	Fee-Surcharge Schedule	GU-7015	11-06	Declaration	News/Schedule	0.00	GU-7015.pdf
Approved	Exclusion - Exterior Insulation and Finish Systems (EIFS)	IL-7115	6-00	Endorseme	New nt/Amendm ent/Condi tions	0.00	IL-7115_Ed 6-00_.pdf
Approved	Manuscript Endorsement	MANU-1	7-04	Endorseme	New nt/Amendm ent/Condi tions	0.00	MANU-1.pdf
Approved	Manuscript Endorsement	MANU-2	7-04	Endorseme	New nt/Amendm ent/Condi tions	0.00	MANU-2.pdf
Approved	Owners and Contractors Protection Liability Policy Declarations	PD-0706	12-06	Declaration	News/Schedule	0.00	PD-0706 _Ed.pdf

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Approved	Railroad Protection Liability	PD-0707	12-06	Endorsement/Amendment/Conditions	New	0.00	PD-0707_Ed 12-06_Railroad Protective Liability Policy.pdf
Approved	Policy Jacket - Harleysville Worcester Insurance Company	PJ-0003	2-05	Other	New	0.00	PJ-0003_2-05_HWIC.pdf
Approved	Policy Jacket - Harleysville Preferred Insurance Company	PJ-0004	2-05	Other	New	0.00	PJ-0004_Ed 2-05_PREF.pdf
Approved	Policy Jacket - Harleysville Insurance Company	PJ-0023	2-05	Other	New	0.00	PJ-0023_Ed 2-05_HIC.pdf
Approved	Church Liability Enhancement Endorsement	GL-7299	09-08	Endorsement/Amendment/Conditions	New	0.00	CG-7299.pdf
Approved	Abuse and Molestation Liability	CG-7300	09-08	Endorsement/Amendment/Conditions	New	0.00	CG-7300.pdf
Approved	Equipment Dealers GL Enhancement Endorsement	CG-7282	03-07	Endorsement/Amendment/Conditions	New		CG-7282_Ed. 3-07_Equip Dealers GL Enhancements.pdf

**LIQUOR LIABILITY COVERAGE PART
DECLARATIONS**

OCCURRENCE (CG 00 33)

Named Insured		Policy Number
Coverage Part Effective	Policy Period From	To
LIMITS OF INSURANCE		
Each Common Cause Limit	\$	
Aggregate Limit	\$	
Loc./Prem. No.	Classification/Premium Base	Code No.
Total Coverage Part Advance Premium \$		
Endorsements attached to this Coverage Part: SEE SCHEDULES GU-7004 and GU-7009		

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART DECLARATIONS

OCCURRENCE (CG-00 37)

Named Insured		Policy Number
Coverage Part Effective	Policy Period From	To
LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$	
AGGREGATE LIMIT	\$	
Classification		Code No.
Total Advance Coverage Part Premium \$		
Endorsements attached to this Coverage Part: SEE SCHEDULES GU-7004 and GU-7009		

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG-7100
(Ed. 12-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SPRAY PAINTING PROPERTY DAMAGE DEDUCTIBLE INSURANCE

1. Our obligation under Property Damage Liability Coverage to pay damages on your behalf for “property damage” arising out of “spray painting” applies only to the amount of damages in excess of a \$250 “property damage” per claim deductible.
2. The deductible amount applies under Property Damage Liability Coverage to all damages sustained by any one person because of “property damage” arising out of “spray painting” as the result of any one “occurrence”. With respect to “property damage”, person includes an organization.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend the insured against any “suits” seeking those damages; and
 - b. Your duties in the event of an “occurrence”, claim, or “suit”

apply irrespective of the application of the deductible amount.

4. The limits of insurance shall not be reduced by the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
5. For purposes of this endorsement, **Section V – DEFINITIONS** is amended by the following:

The following definitions are added:

“Spray painting” means spray emanating from any spray painting apparatus and occurring during spray painting operations by the insured.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CG-7101
(Ed. 12-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**MORTICIAN'S AND FUNERAL DIRECTOR'S MALPRACTICE LIABILITY
ENDORSEMENT**

A. INSURING AGREEMENT

The following is added to **Coverage A. Bodily Injury and Property Damage Liability** and **Coverage B. Personal and Advertising Injury Liability**:

We will pay those sums that an insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" and "personal and advertising injury" arising out of the rendering or failure to render professional services in connection with your business as a funeral director or mortician provided that the act, error or omission giving rise to such "bodily injury" or "property damage" takes place during the policy period. Solely for the coverage provided by this endorsement, the "bodily injury" and "property damage" does not need to take place during the policy period. The offense giving rise to "personal and advertising injury" must take place during the policy period.

B. EXCLUSIONS

All Coverage **A** and **B** Exclusions apply to the Coverage provided by this endorsement except as amended below:

1. Coverage **A**, Exclusion **j**. Damage to Property, subparagraphs **(3)** and **(4)** do not apply to "property damage" to or the injury or destruction of:
 - a. deceased human bodies, cremated remains or body parts;
 - b. any casket, urn, or other container for a dead body or its cremated remains; or
 - c. the clothing or personal effects of a deceased personwhile in the care, custody and control of an insured in connection with your business as a mortician or funeral director. This insurance does not apply, however, to any casket, urn, other similar container or any other item held by you for the purpose of sale or advertising display.
2. Coverage **A**, Exclusion **g**. Aircraft, Auto or Watercraft does not apply to the injury or destruction of:
 - a. deceased human bodies, cremated remains or body parts;
 - b. any casket, urn or other container for a dead body or its cremated remains; or
 - c. the clothing or personal effects of a deceased personarising out of the use of a vehicle while any of the foregoing are in your care, custody and control in connection with your business as a mortician or funeral director. This insurance does not apply, however, to any casket, urn, other similar container or any other item held by you for the purpose of sale or advertising display.

3. The following Exclusions are added and the coverage provided by this endorsement does not apply to:
- a. acts or omissions caused by willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.
 - b. punitive damages, multiplied damages, exemplary damages and civil penalties, fines and assessments.

4. The following Exclusion is added to paragraph 2. Exclusions of both Coverage A and Coverage B:

This insurance does not apply to:

“bodily injury”, “property damage” or “personal and advertising injury” arising out of any act, error or omission involving the rendering or failure to render professional services in connection with your business as a funeral director or mortician except to the extent that coverage is afforded by the Mortician’s and Funeral Director’s Malpractice Liability Endorsement.

C. LIMITS OF INSURANCE

This endorsement does not provide for separate limits of insurance and the coverage provided herein does not increase the Each Occurrence Limit, the Personal and Advertising Injury Limit, the Products-Completed Operations Aggregate Limit or the General Aggregate Limit as provided in Section III, Limits of Insurance of your policy.

For purposes of determining the limits of insurance, one “occurrence” includes any act, error or omission together with all related acts, errors and omissions in the providing of professional services as a mortician or funeral director. Any loss based upon a series of related errors, omissions and negligent acts in the course of providing or arising out of professional services as a mortician or funeral director will be deemed to have occurred when the first error, omission or negligent act of that series occurred.

D. DEFINITIONS

1. Solely for the purpose of this endorsement, the definition of the term “bodily injury” is amended as follows:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

2. When used in this endorsement only, the term “property damage” also includes the destruction of deceased human bodies or their remains.

E. OTHER INSURANCE

The insurance provided by this endorsement is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured. The Other Insurance Condition of this policy is amended accordingly.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CG-7102
(Ed. 12-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PASTORAL COUNSELING PROFESSIONAL LIABILITY ENDORSEMENT

SCHEDULE

Limits of Insurance

\$ _____ each occurrence

\$ _____ aggregate

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

1. The following is added to **SECTION I - Coverages**

COVERAGE – PASTORAL COUNSELING PROFESSIONAL LIABILITY COVERAGE

Insuring Agreement

We will pay those sums that you or your “pastor(s)” become legally obligated to pay as damages arising out of any act, error or omission because of “counseling activities” by a “pastor” provided that such act, error or omission occurred during the policy period. Coverage provided by this endorsement applies only for acts, errors or omissions of your “pastor” while acting within the scope of their duties as such. 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 to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- a. The amount we will pay for damages is limited as described in the Schedule of this endorsement; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements.

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

2. Supplemental Payments

Solely for the purposes of the coverage provided by this endorsement, **SUPPLEMENTARY PAYMENTS – COVERAGES A and B** is amended as follows:

- a. All references to **Supplemental Payments – Coverages A and B**, are replaced by **Supplemental Payments – Coverages A, B and Pastoral Counseling Professional Liability Coverage**.
- b. Paragraphs **1.b.** and **2.** of the Supplemental Payments provisions do not apply.

3. Exclusions

This insurance does not apply to liability resulting from:

- a. furnishing medical, radiological, surgical, dental or nursing treatments, including shock therapy, and the prescription, utilization, furnishing or dispensing of drugs or medical, radiological, surgical, dental or nursing supplies or appliances.
- b. the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, trailer, semi-trailer, watercraft or aircraft.
- c. acts, errors or omissions of the insured as a member of a formal association or similar professional board or committee of any hospital or professional society.
- d. any actual or alleged conduct of a sexual nature.
- e. any dishonest, fraudulent, criminal or malicious act or omission, libel, slander, or intentional error or omission committed by an insured acting alone or in collusion with others.
- f. acts, errors, or omissions of the insured as proprietor, superintendent or executive officer of any hospital, sanatorium, medical clinic with or without bed and board facilities, or laboratory, or to acts or omissions arising out of any other trade, business, employment or profession.
- g. any civil penalties, fines or assessments or punitive or exemplary damages.
- h. "bodily injury", "property damage" or "personal and advertising injury".
- i. any claim seeking non-pecuniary relief.
- j. any willful violation of any federal, state or local statute, regulation, rule, ordinance or code.
- k. any employment related practice, act or omission.
- l. any damage that was either expected or intended from the standpoint of the insured.
- m. the assumption by any insured of the liability of another by contract or agreement whether or not such contract or agreement is an "insured contract". This exclusion does not apply to liability for damages that the insured would have in the absence of such contract or agreement.

4. Solely for the purposes of the coverage provided by this endorsement, **Section III – Limits of Insurance** is replaced by the following:

Limits of Insurance

- A.** The Limits of Insurance stated in the Schedule of this endorsement and the rules below determine the most we will pay regardless of the number of:
1. Insureds;
 2. Claims made or "suits" brought; or
 3. Persons or organizations making claims or bringing "suits".
- B.** Subject to the aggregate Limit of Insurance provided below, the Limit of Insurance stated in the schedule as applicable to "each occurrence" is the most we will pay because of all damages arising out of any one "occurrence".
- C.** The Limit of Insurance stated in the schedule as "aggregate" is the most we will pay for the sum of all damages for all claims.

For purposes of determining the limits of insurance for the coverage provided by this endorsement, any one "occurrence" includes any act, error or omission together with all related acts, errors or omissions of a "pastor" because of "counseling activities". Any loss based on a series of related errors, omissions and negligent acts by a "pastor" in the course of or arising out of "counseling activities" will be deemed to have occurred when the first error, omissions or negligent act of that series occurred.

5. Solely for the purposes of the coverage provided by this endorsement, **Section IV- Commercial General Liability CONDITIONS** is amended by the following:

SECTION IV CONDITIONS

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

- a. You must see to it that we are notified as soon as practicable of an “occurrence”, claim, offense or loss which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the “occurrence”, offense, or loss took place;
 - (2) The names and addresses of any persons seeking “damages” and witnesses; and
 - (3) The nature and location of any “damage” arising out of the “occurrence”, offense, or loss.
- b. If a claim is made or “suit” is brought against any insured; you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.
 - (3) You must see to it that we receive written notice of the claim or “suit” as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the “damages” to which this insurance may also apply.
- d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance for all insurers.

6. Definitions

The following definitions are added to **SECTION V – DEFINITIONS**:

“Pastor(s)” means any ordained minister, priest, rabbi or nun.

“Counseling activities” means the furnishing of advice or guidance by a “pastor(s)” to another person through consultations or communications not involving publishing or broadcasting.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG-7104
(Ed. 12-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUEL OIL DEALERS DELIVERY AGREEMENT ENDORSEMENT

Subject to the applicable policy limits and all the other terms, conditions and exclusions of your policy, we will pay on behalf of the insured those sums that you become legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from your failure to make an expected delivery under an agreement to maintain an adequate supply of fuel oil at a customer's premises.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

**CG-7105
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

NON-PYRAMIDING OF LIMITS

The following is added to **Section IV – Conditions:**

Two or More Policies Issued By Us:

If more than one coverage form or policy issued to you by us or any company affiliated with us applies to the same “occurrence” or offense, the most that we will pay for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of such “occurrence” or offense is the highest applicable Limit of Insurance under any one coverage form or policy, regardless of the number of coverage forms or policies issued to you by us, or any company affiliated with us that apply to the same “occurrence” or offense.

This condition does not apply to any coverage form or policy issued by us or any affiliated company specifically to apply as excess insurance over this insurance.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY POLICY
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY POLICY**

**CG-7108
(Ed. 12-01)**

EXCLUSION – ASBESTOS, SILICA OR TALC

This insurance does not apply to “bodily injury,” “property damage”, or “personal and advertising injury ” arising out of “asbestos”, "silica" or "talc".

We shall have no obligation under this insurance:

- 1) to investigate, settle or defend any claim or “suit” against any insured alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the “asbestos hazard”, the “silica hazard” or the “talc hazard”; or
- 2) to pay, contribute to or indemnify another for any damages, judgments, settlements, loss, costs or expenses, including any obligation to share with or repay any person, organization, or entity, that may be awarded or incurred by reason of any such claim or “suit” or any injury or damage, or in complying with any action authorized by law and relating to such injury or damage; or
- 3) to pay, contribute to or indemnify another for any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal or any obligation to investigate or assess the presence or effects of "asbestos", "silica" or "talc".

As used in this exclusion:

“Asbestos hazard” means:

- (a) an actual exposure or threat of exposure to the harmful properties of “asbestos”; or
- (b) the presence of “asbestos” in any place, whether or not within a building or structure; or
- (c) asbestosis or any other diseases associated with the harmful effects of "asbestos".

“Asbestos” means the mineral in any form, including but not limited to fibers or dust.

"Silica hazard" means:

- (a) an actual exposure or threat of exposure to the harmful properties of "silica"; or
- (b) the presence of "silica" in any place, whether or not within a building or structure; or
- (c) silicosis or any other diseases associated with the harmful effects of "silica".

"Silica" means the group of minerals called silicates (including but not limited to silica or crystalline silica) in any form, including but not limited to fibers or dust.

"Talc hazard" means:

- (a) an actual exposure or threat of exposure to the harmful properties of "talc"; or
- (b) the presence of "talc" in any place, whether or not within a building or structure; or
- (c) pneumoconiosis, talcosis, fibrotic pneumoconiosis, or any other diseases associated with the harmful effects of "talc".

"Talc" means Magnesium Silicate Hydroxide, a mineral that is part of the silicate group, and in some forms also known as soapstone, and includes the mineral in any form, including but not limited to fibers or dust.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS OWNERS POLICY
CONTRACTORS BUSINESS OWNERS POLICY

CG-7149
(Ed. 9-01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD LIABILITY EXCLUSION

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of or caused by the actual or alleged:
 - (a) exposure to or existence of lead, paint containing lead, or any other material or substance containing lead; or
 - (b) manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing leadwhether or not the lead is or was at any time airborne as a particle contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever;
- (2) Any legal obligation of any insured for indemnification or contribution due to damages arising out of "bodily injury", "property damage" or "personal and advertising injury" caused by lead, paint containing lead, or any other substance or material containing lead;
- (3) Any loss, cost, expense or damages, whether direct or consequential, arising out of any:
 - (a) request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead, or in any way respond to, or assess the effects of lead; or
 - (b) claim or suit relating to, testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7178
(Ed. 9-96)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SEWAGE BACK-UP PROPERTY DAMAGE LIABILITY COVERAGE
POLLUTION EXCLUSION ENDORSEMENT**

Exclusion 2.f. Pollution, paragraph (1) (c) under **SECTION I - COVERAGES** does not apply to "Sewage Back-up Property Damage". "Sewage Back-up Property Damage" means "property damage" to the interior of your customer's buildings or the contents of those buildings which is caused by direct exposure to sewage originating from the reverse flow and/or escape of sewage from within any sewage facility and/or fixed conduit that you own, operate or maintain. This exception to the pollution exclusion does not apply to any "property damage" to the extent that it results from any radioactive, toxic, caustic or corrosive material in the sewage.

The following applies to any coverage provided by this endorsement:

A. **SECTION III - LIMITS OF INSURANCE** is replaced in its entirety by the following:

1. The limits of insurance shown in the **SCHEDULE** of this endorsement 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 Sewage Back-up Property Damage Coverage Aggregate Limit shown in the **SCHEDULE** of this endorsement is the most we will pay under Coverage A for damages because of "Sewage Back-up Property Damage".
3. Subject to the Sewage Back-up Property Damage Liability Coverage Aggregate Limit, the Sewage Back-up Property Damage Liability Coverage Each Occurrence Limit as shown in the **SCHEDULE** of this endorsement is the most we will pay for the sum of damages under Coverage A because of all "property damage" arising out of any one "Sewage Back-up Property Damage" "occurrence".

The limits of insurance shown in the **SCHEDULE** 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.

B. **DEDUCTIBLE**

1. Our obligation under the Property Damage Liability Coverage to pay damages on your behalf applies only to the amount of damages because of "Sewage Back-up Property Damage" in excess of the deductible, if any, stated in the **SCHEDULE** of this endorsement as applicable to such coverage.

2. The deductible amount, if any, stated in the **SCHEDULE** of this endorsement applies on a **PER CLAIM BASIS**. The deductible amount applies under property Damage Liability to all damages sustained by any one person because of "Sewage Back-up Property Damage" as the result of any one "occurrence". With respect to "property damage", person includes an organization.
 3. The terms of this insurance, including those with respect to:
 - a. our right and duty to defend any "suits" seeking those damages, and
 - b. your duties in the event of an "occurrence", claim or "suit"
 apply irrespective of the application of the deductible amount.
 4. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- C. Except as modified by this endorsement, all terms and conditions of the policy to which this endorsement is attached apply to Sewage Back-up Property Damage Liability Coverage.

D. SCHEDULE

Sewage Back-up Property Damage Liability Coverage Limits:	\$50,000 Each Occurrence \$500,000 Aggregate
Sewage Back-up Property Damage Liability Coverage Deductible:	\$ _____
Sewage Back-up Property Damage Liability Coverage Premium:	\$ _____

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CG-7183
(Ed. 12-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CEMETERY PROFESSIONAL LIABILITY ENDORSEMENT

A. INSURING AGREEMENT

The following is added to **Coverage A. Bodily Injury and Property Damage Liability** and **Coverage B. Personal and Advertising Injury Liability**:

We will pay those sums that an insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" and "personal and advertising injury" arising out of the rendering or failure to render professional services as a cemeterian provided the act, error or omission giving rise to such "bodily injury" or "property damage" takes place during the policy period. Solely for the coverage provided by this endorsement, the "bodily injury" and "property damage" does not need to take place during the policy. The offense giving rise to "personal and advertising injury" must take place during the policy period.

B. EXCLUSIONS

All Coverage **A** and **B** Exclusions apply to the Coverage provided by this endorsement except as amended below:

1. Coverage **A**. Exclusion **j**. Damage to Property, subparagraphs **(3)** and **(4)** do not apply to "property damage" to or the injury or destruction of:
 - a. deceased human bodies, cremated remains or body parts;
 - b. any casket, urn or other container for a dead body or its cremated remains; or
 - c. the clothing or personal effects of a deceased personwhile in the care, custody and control of an insured in connection with your business as a cemeterian. This insurance does not apply, however, to any casket, urn, other similar container or any other item held by you for the purpose of sale or advertising display.
2. Coverage **A**. Exclusion **g**. Aircraft, Auto or Watercraft does not apply to the injury or destruction of:
 - a. deceased human bodies, cremated remains or body parts;
 - b. any casket, urn or other container for a dead body or its cremated remains; or
 - c. the clothing or personal effects of a deceased personarising out of the use of a vehicle while any of the foregoing are in your care, custody and control in connection with your business as a cemeterian. This insurance does not apply, however, to any casket, urn, other similar container or any other item held by you for the purpose of sale or advertising display.
3. The following Exclusions are added and the coverage provided by this endorsement does not apply to:
 - a. acts or omissions caused by willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.
 - b. punitive damages, multiplied damages, exemplary damages and civil penalties, fines and assessments.

4. The following Exclusion is added to paragraph 2. Exclusions of both Coverage A and Coverage B:

This insurance does not apply to:

“bodily injury”, “property damage” or “personal and advertising injury” arising out of any act, error or omission involving the rendering or failure to render professional services as a cemeterian except to the extent that coverage is afforded by the Cemetery Professional Liability Endorsement.

C. LIMITS OF INSURANCE

This endorsement does not provide for separate limits of insurance and the coverage provided herein does not increase the Each Occurrence Limit, the Personal and Advertising Injury Limit, the Products-Completed Operations Aggregate Limit or the General Aggregate Limit as provided in Section III, Limits of Insurance of your policy.

For purposes of determining the limits of insurance, one “occurrence” includes any act, error or omission together with all related acts, errors and omissions in the providing of professional services as a cemeterian. Any loss based upon a series of related errors, omissions and negligent acts in the course of providing or arising out of professional services as a cemeterian will be deemed to have occurred when the first error, omission or negligent act of that series occurred.

D. DEFINITIONS

1. Solely for the purpose of this endorsement, the definition of the term “bodily injury” is amended as follows:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

2. When used in this endorsement only, “property damage” also includes injury or destruction of deceased human bodies or their remains.

E. OTHER INSURANCE

The insurance provided by this endorsement is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured. The Other Insurance Condition of this policy is amended accordingly.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG-7185
(Ed. 9-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION COVERAGE

Schedule

Each Pollution Incident Limit of Liability	\$	
Aggregate Pollution Incident Limit of Liability	\$	
Deductible Amount	\$	Each Pollution Incident

(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 coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. LIMITED POLLUTION COVERAGE

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” arising out of a “pollution incident”. This insurance only applies to “bodily injury” and “property damage” which occurs during the policy period provided that:

- a. the “pollution incident” begins at an identified time and place and ends in its entirety within 72 hours;
- b. you have notified us of the “pollution incident” as soon as practicable, but no more than 14 days after its ending; and
- c. it is accidental.

B. LIMITS OF INSURANCE

Solely for purposes of the coverage provided by this endorsement for “bodily injury” and “property damage” arising out of a “pollution incident”, **SECTION III – LIMITS OF INSURANCE** is replaced in its entirety by the following:

- 1. The limits of insurance shown in the SCHEDULE of this endorsement and the rules below determine 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 Aggregate Pollution Incident Limit of Liability set forth in the Schedule of this endorsement is the most that we will pay for the sum of damages under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and medical expenses under **COVERAGE C** for all “bodily injury” and “property damage” resulting from all “pollution incidents”.
- 3. Subject to the Aggregate Pollution Incident Limit of Liability, the Each Pollution Incident Limit of Liability shown in the SCHEDULE of this endorsement is the most we will pay for the sum of damages under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and medical expenses under **COVERAGE C** for all “bodily injury” and “property damage” arising from one “pollution incident”.
- 4. Subject to 2. and 3. above, the Medical Expense Limit shown in the Declarations of the policy to which this endorsement is attached is the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person arising out of a “pollution incident”.

5. The Aggregate Pollution Incident Limit of Liability applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Pollution Incident Limit of Liability set forth in the Schedule of this endorsement unless applicable state law requires us to provide unimpaired aggregate limits of insurance for such period of extension. In that event, the aggregate limit for such period of extension will be equal to the Aggregate Pollution Incident Limit of Liability set forth in the Schedule of this endorsement.
6. Any and all damages paid under the terms and conditions of this endorsement will further be applied against and will reduce the Aggregate General Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part, in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
7. The Each Pollution Incident Limit of Liability provided in the Schedule to this endorsement is included within and not in addition to the Each Occurrence Limit shown on the Declarations page of your policy.

C. DEDUCTIBLE

1. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount stated in the schedule of this endorsement as applicable to the Each Pollution Incident Limit of Liability. Neither the Each Pollution Incident Limit of Liability nor the Aggregate Pollution Incident Limit of Liability will be reduced by the application of such deductible amount.
2. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any "suits" seeking those damages; and
 - b. Your duties in the event of a "pollution incident", claim or "suit";
 apply irrespective of the application of the deductible amount.
3. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us of such part of the deductible amount as has been paid by us.

D. EXCLUSIONS

Solely for purposes of the coverage provided by this endorsement for "bodily injury" and "property damage" arising out of a "pollution incident":

1. Exclusion **f.(1)(d)** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** does not apply.
2. The following exclusions are added:

The coverage provided by this endorsement does not apply to:

 - a. "bodily injury" and "property damage" included within the "products-completed operations hazard";
 - b. "bodily injury" or "property damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:
 - (1) The insured; or
 - (2) You or any of your members, partners or executive officers.
 - c. "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, emission, release or escape of "pollutants" at or from an "insured site" if such "pollutants" were brought on or to the "insured site" by any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf, in connection with your operations at such "insured site" and:
 - (1) such pollutants are intentionally discharged or released by any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf; or
 - (2) with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

All other Coverage A Exclusions in your policy apply.

E. DEFINITIONS

When used in this endorsement only, the following definitions are added to **Section V – DEFINITIONS**:

"Insured site" means any premises, site or location on which you or any contractors or subcontractors working directly or indirectly on any insured's behalf, are performing operations, provided that the premises, site or location is not, never was, owned by, occupied by, rented to or loaned to you.

"Pollution incident" means the actual, alleged or threatened discharge, dispersal, emission, release or escape of "pollutants" at or from an "insured site" if such "pollutants" were brought on or to the "insured site" by any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf, in connection with your operations at such "insured site". All "bodily injury" and "property damage" arising out of one discharge, dispersal, emission, release or escape shall be deemed to be one "pollution incident". "Pollution Incident" does not include:

- a. any "occurrence" or event to which subparagraphs **(i)**, **(ii)** or **(iii)** of Exclusion **f.(1)(d)** of Coverage **A** applies
- b. "property damage" to a "waste facility"

"Waste facility" means any site or part of any site to which waste from the operations of an "insured site" is consigned for delivery or delivered for storage, disposal, processing or treatment.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7186
(Ed. 9-04)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

1. EXPECTED OR INTENDED INJURY

Exclusion a. of Section I – Coverage A is replaced by 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.

2. NON-OWNED AIRCRAFT

Exclusion g. of Section I – Coverage A does not apply to an aircraft provided:

- (a) It is hired, chartered or loaned with a paid crew;
- (b) It is not owned by an insured;
- (c) The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- (d) It is not being used by the insured to carry persons or property for a charge.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

3. EXTENDED NON-OWNED WATERCRAFT

Paragraph (2) of Exclusion g. of Section I – Coverage A is deleted and replaced with the following:

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

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

4. PROPERTY DAMAGE LIABILITY – BORROWED EQUIPMENT

Paragraph (3) and (4) of Exclusion j. of Section I – Coverage A do not apply to “property damage” to borrowed equipment.

The limit of insurance for “Borrowed Equipment” coverage provided by this section 4 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater. For purposes of this paragraph, “Borrowed Equipment” is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

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

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

5. PROPERTY DAMAGE LIABILITY - ELEVATORS

Paragraph (6) of exclusion j. of Section I – Coverage A does not apply to the use of elevators.

The limit of insurance for Elevators Coverage provided by this section 5 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

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

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

6. FIRE, LIGHTNING, EXPLOSION, SMOKE OR LEAKAGE FROM FIRE PROTECTIVE SYSTEMS DAMAGE.

- a. The last paragraph of Section I – Coverage A (after the exclusions) is replaced by the following:
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises 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 Section III Limits of Insurance. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.
- b. The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in:
 - (1) The Limits of Insurance section of the declarations of the Commercial General Liability Coverage Form; and
 - (2) Paragraph 6. of Section III Limits of Insurance; and
- c. The Damage to Premises Rented to You limit in paragraph 6. of Section III Limits of Insurance is replaced by a new Damage to Premises Rented to You and Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit, which will be subject to all of the terms of Section III Limits of Insurance. This new Damage Limit is the greater of \$300,000 or the amount shown in the declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph 5 of Section III Limits of Insurance, under Coverage A for damages because of “property damage” to any one premises, while rented to you or, in the case of damage by fire, lightning, explosion, smoke and leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

7. MEDICAL PAYMENTS

If Coverage C – Medical Payments Coverage is not otherwise excluded from the Commercial General Liability Coverage Form, the Medical Expense Limit is changed, subject to all the terms of Section III Limits of Insurance, to the greater of:

- a. \$15,000; or
- b. The Medical Expense limit shown in the declarations of the Commercial General Liability Coverage Form.

8. SUPPLEMENTARY PAYMENTS

Paragraphs b. and d. of Supplementary Payments – Section I Coverage A and B are replaced by the following:

- b. Up to \$3,000 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” 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 \$400 a day because of time off from work.

9. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed, under a written contract or 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 reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor 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, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, 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 distribution or sale of the products;
 - (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 other thing or substance by or for the vendor; or
 - (8) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a. The exceptions contained in Subparagraphs (4) or (6); or
 - b. Such inspections, 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 distribution or sale of the products.
- 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.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph 4. a. of Section II – Who Is An Insured, 90th day is changed to 180th day.

- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under paragraph 6. of Section IV – CONDITIONS,

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

12. ADVERTISING INJURY REDEFINED

Paragraphs 14. d. and e. of Section V – Definitions are amended by the following:

- 1. Personal and advertising injury means injury including consequential “bodily injury” arising out of one or more of the following offenses:
 - d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
 - e. Oral, written, televised or videotaped publication of material that violates a person’s right to privacy;

Paragraphs b. and c. of 2. Exclusions under Coverage B – Personal and Advertising Injury Liability are replaced by the following:

- b. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

13. MENTAL ANGUISH – BODILY INJURY REDEFINED

The definition of “bodily injury” in Section V – Definitions is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

14. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

- a. Paragraph 2.a.(1)d. of Section II – Who Is An Insured does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.
- b. This provision does not apply if you are engaged in the business or occupation of providing professional health care services.

15. INSURED CONTRACT

Paragraph 9. of Section V – Definitions is replaced by the following:

- 9. “Insured contract” means:
 - a. 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”;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury” or “property damage” to a third person or organization, provided the “bodily injury” or “property damage” is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured’s rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

16. MOBILE EQUIPMENT REDEFINED

Under Section V – Definitions, Item 12, Paragraph f. (1) (a) (b) (c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

17. PERSONAL INJURY – BROAD FORM

- a. Paragraph 14. b. of Section V – Definitions is replaced by the following:
- b. Malicious prosecution or abuse of process;
- b. Definition 14 of Section V – Definitions is amended by the addition of the following:
- h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not the result of acts or omissions of:
 - (a) The insured;
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
 - (c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and
 - (2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any person or person(s) by an insured.
- c. Paragraphs a. and b. above do not apply if Coverage B. Personal and Advertising Injury Liability is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

18. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

This provision does not apply to any written contract formed or executed after performance has begun.

19. LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

20. NO DUPLICATION OF BENEFITS

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

This endorsement modifies insurance provided under the following:

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

**CG-7192
(Ed. 2-02)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED PRODUCT WITHDRAWAL
EXPENSE ENDORSEMENT**

SCHEDULE

	Limits of Insurance
Each Withdrawal	\$
Aggregate Limit	\$
Deductible Amount	\$
Cut-off Date	

THIS ENDORSEMENT ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS ENDORSEMENT DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

A. The following is added to Section I – Coverages:

**SECTION I – LIMITED PRODUCT
WITHDRAWAL EXPENSE COVERAGE**

1. Insuring Agreement

a. We will reimburse you for "product withdrawal expenses" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section III – Limits of Insurance. No other obligation or liability to pay sums or perform acts or services is covered.

b. If we pay your "product withdrawal expenses" arising out of a "product withdrawal", we will also pay your "customer approval advertising costs" during or after that "product withdrawal". However, the most we will pay under this coverage extension is the lesser of:

- (1)** The amount of such costs; or
- (2)** \$10,000

The amount we pay for "customer approval advertising costs" is in addition to the Limit of Insurance.

c. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1)** You determine that the "product withdrawal" is necessary; or
- (2)** An authorized government entity has ordered you to conduct a "product withdrawal".

d. We will reimburse only those "product withdrawal expenses":

- (1)** Which are incurred and reported to us within one year of the date the "product withdrawal" was initiated; and
- (2)** Only if the product that is the subject of the "product withdrawal" left your control or possession after the cut-off date designated in the Schedule.

e. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

- (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;
 - (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal"; or
 - (3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.
- f. "Product withdrawal expenses" incurred to withdraw "your products" which contain:
- (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
 - (2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with Paragraph 1.c. of this endorsement.

2. Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

- a. Any "product withdrawal" initiated due to:
 - (1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.
 - (2) Copyright, patent, trade secret or trademark infringements;
- (3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:
 - (a) An error in manufacturing, design, processing or transportation of "your product"; or
 - (b) "Product tampering".
- (4) Expiration of the designated shelf life of "your product".
- b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.
- c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A – Bodily Injury And Property Damage Liability by endorsement.
- d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or "suit" against you for "product withdrawal expenses".
- f. Improper, inadequate or faulty formula or specifications.
- g. Loss of profit, reputation, customer faith or approval, or any costs incurred to regain market share, approval or any other consequential damages, except as provided by "customer approval advertising costs" coverage.
- h. Redistribution or replacement of the withdrawn products by like products or substitutions.
- i. The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

- B.** For the purposes of this endorsement, Section III - **Limits of Insurance** is replaced by the following:

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Product withdrawals" initiated; or
 - c. Number of "your products" withdrawn.
2. The Aggregate Limit is the most we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period.
3. Subject to 2. above, and in excess of the Deductible shown in the Product Withdrawal Expense Coverage Schedule, the Each Withdrawal Limit is the most we will pay for "product withdrawal expense" you incur for any one "product withdrawal".

The Limits of Insurance of Product Withdrawal Expense Coverage 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.

- C.** For the purposes of this endorsement, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under Section IV – **Commercial General Liability Conditions** is replaced by the following:

2. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
 - (1) How, when and where the "defect" was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

- b. If a "product withdrawal" is initiated, you must:

- (1) Immediately record the specifics of the "product withdrawal" and the date it was initiated; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

- (2) Authorize us to obtain records and other information; and

- (3) Cooperate with us in our investigation of the "product withdrawal".

- D.** The following definitions are added to the **Definitions** Section:

1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

2. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property. When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

3. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.

4. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":
- a. Costs of notification;
 - b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
 - c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
 - d. Costs of computer time;
 - e. Costs of hiring independent contractors and other temporary employees;
 - f. Costs of transportation, shipping or packaging;
 - g. Costs of warehouse or storage space; or
 - h. Costs of proper disposal of "your products", or products that contain "your products", that can not be reused, not exceeding your purchase price or your cost to produce the products;

but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

5. "Customer approval advertising costs" are those advertising costs paid for the specific purpose of regaining customer approval or faith in "your product".

This endorsement applies to **all coverages** provided under the following including any forms or endorsements attached thereto:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART**

**CG-7195
(Ed. 9-01)**

**EXCLUSION – YEAR 2000 COMPUTER-RELATED AND
OTHER ELECTRONIC PROBLEMS**

The following exclusion is added:

This insurance does not apply to “bodily injury,” “property damage,” “personal and advertising injury,” or any other injury, damage, loss or expense arising directly or indirectly out of:

A. Any actual or alleged failure, malfunction, inability or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

- (a)** Computer hardware, including micro-processors;
- (b)** Computer application software;
- (c)** Computer operating systems and related software;
- (d)** Computer networks;
- (e)** Microprocessors (computer chips) not part of any computer system;
- (f)** Telecommunications equipment; or
- (g)** Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.(1)** of this endorsement;

which is in any way related to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

B. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.** of this endorsement.

C. Any other act or failure to act by you or for you which is in any way related to any potential or actual problems described in Paragraph **A.** of this endorsement.

This endorsement applies to all coverages provided by this coverage part including all forms and endorsements attached thereto.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**CG-7220
(Ed. 12-01)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SEWAGE BACK-UP PROPERTY DAMAGE
LIABILITY EXCLUSION**

This insurance does not apply any liability arising out of:

“Sewage Back-up Property Damage”

"Sewage Back-up Property Damage" means "property damage" to the interior of your customer's buildings or the contents of those buildings which is caused by direct exposure to sewage originating from the reverse flow and/or escape of sewage from within any sewage facility and/or fixed conduit that you own, operate, lease or maintain.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG-7226
(Ed. 12-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – AIRCRAFT PRODUCTS

- A.** This insurance does not apply to “bodily injury” or “property damage” included in the “products-completed operations hazard” and arising out of:
1. “Aircraft products”;
 2. Reliance upon any representation or warranty made with respect to “aircraft products”;
 3. To any liability arising out of the “grounding” of any “aircraft”; or
 4. Liability assumed by you under any contract or agreement if such liability arises out of “aircraft products”:
 - a. Designed;
 - b. Manufactured;
 - c. Sold;
 - d. Handled; or
 - e. Distributed,
by you or by others trading under your name.

- B.** For purposes of this endorsement, **Section V – DEFINITIONS** is amended by the following:

The following definitions are added:

“Aircraft” includes but is not limited to:

- a. Heavier-than-air flying vehicles;
- b. Lighter-than-air flying vehicles;
- c. Helicopters;
- d. Gliders;
- e. Missiles; or
- f. Spacecraft.

“Aircraft products” means:

- a. “Aircraft”; or
- b. Any:
 - (1) Other goods or products (other than real property) designed, manufactured, sold, handled or distributed by; or
 - (2) Services provided or recommended by you or others trading under your name, when used in the manufacture, repair, operation, maintenance or use of any “aircraft”.

“Grounding” means:

- a. The withdrawal of one or more “aircraft” from flight operations; or
- b. The imposition of speed, passenger or load restrictions on “aircraft”.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG-7228
(Ed. 12-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

LOST KEY COVERAGE

Schedule

Each Lost Key Coverage Limit of Liability \$ _____

The terms and conditions of this policy are amended as indicated below:

A. COVERAGE

Exclusion 2.j., paragraphs (3), (4) and (5), under **SECTION I, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, do not apply to "property damage" as it pertains to the loss of keys to the insured's customers' premises, or keys that operate devices or gain access to authorized areas on those premises. This amendment applies only to such keys that are in the care, custody or control of the insured, which up to the time of loss were in the possession of:

1. An insured; or
2. "Employees" or agents of an insured.

B. EXCLUSIONS

The insurance afforded by this endorsement shall not apply to "property damage" arising out of:

1. Misappropriation;
2. Secretion;
3. Conversion;
4. Infidelity; or
5. Any dishonest act on the part of any insured or any "employee" or agent of an insured.

C. LIMITS OF INSURANCE AND DEDUCTIBLE

1. Our liability for all damages arising out of the loss of such keys is limited to:
 - a. The cost to replace such keys; and
 - b. The cost to adjust affected locks to accept new keys; and
 - c. The cost to replace such locks, if required, including related installation costs.
2. Subject to the above limitations, and both the Each Occurrence Limit and General Aggregate Limit of insurance shown on the Declarations applicable to the Commercial General Liability Coverage Part, our total liability for all "property damage", to which this Lost Key Coverage applies, arising out of any one "occurrence" shall not exceed the amount stated in the schedule.

3. Our obligation to pay “property damage”, to which this Loss Key Coverage applies, on behalf of the insured applies only to the amount of “damages” in excess of the deductible amount of \$50. which is applicable to each “occurrence”. The limits of insurance shall not be reduced by the amount of this deductible. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
4. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend the insured against any “suits” seeking those damages; and
 - b. Your duties in the event of an “occurrence”, claim or “suit”apply irrespective of the application of the deductible amount.
5. Any and all damages paid under the terms and conditions of this endorsement will be applied against and will reduce the policy General Aggregate Limit of Insurance shown on the Declarations applicable to the Commercial General Liability Coverage Part in the same manner and in addition to all other damages and amounts paid under all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
6. The Limits of Insurance for this Loss Key Coverage is included within and is not in addition to the Each Occurrence Limit shown in the Declarations applicable to the Commercial General Liability Coverage Part for all “bodily injury” and “property damage” arising out of any one “occurrence”.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7244
(Ed. 9-04)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT - CONTRACTORS

1. EXPECTED OR INTENDED INJURY

Exclusion a. of Section I – Coverage A is replaced by 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.

2. NON-OWNED AIRCRAFT

Exclusion g. of Section I – Coverage A does not apply to an aircraft provided:

- (a) It is hired, chartered or loaned with a paid crew;
- (b) It is not owned by an insured;
- (c) The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- (d) It is not being used by the insured to carry persons or property for a charge.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

3. EXTENDED NON-OWNED WATERCRAFT

Paragraph (2) of Exclusion g. of Section I – Coverage A is deleted and replaced with the following:

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

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

4. PROPERTY DAMAGE LIABILITY – BORROWED EQUIPMENT

Paragraph (3) and (4) of Exclusion j. of Section I – Coverage A do not apply to “property damage” to borrowed equipment.

The limit of insurance for “Borrowed Equipment” coverage provided by this section 4 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater. For purposes of this paragraph, “Borrowed Equipment” is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

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

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

5. PROPERTY DAMAGE LIABILITY - ELEVATORS

Paragraph (6) of exclusion j. of Section I – Coverage A does not apply to the use of elevators.

The limit of insurance for Elevators Coverage provided by this section 5 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

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

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

6. FIRE, LIGHTNING, EXPLOSION, SMOKE OR LEAKAGE FROM FIRE PROTECTIVE SYSTEMS DAMAGE.

a. The last paragraph of Section I – Coverage A (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises 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 Section III Limits of Insurance. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

b. The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in:

- (1) The Limits of Insurance section of the declarations of the Commercial General Liability Coverage Form; and
- (2) Paragraph 6. of Section III Limits of Insurance; and

c. The Damage to Premises Rented to You limit in paragraph 6. of Section III Limits of Insurance is replaced by a new Damage to Premises Rented to You and Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit, which will be subject to all of the terms of Section III Limits of Insurance. This new Damage Limit is the greater of \$300,000 or the amount shown in the declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph 5 of Section III Limits of Insurance, under Coverage A for damages because of “property damage” to any one premises, while rented to you or, in the case of damage by fire, lightning, explosion, smoke and leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

7. MEDICAL PAYMENTS

If Coverage C – Medical Payments Coverage is not otherwise excluded from the Commercial General Liability Coverage Form, the Medical Expense Limit is changed, subject to all the terms of Section III Limits of Insurance, to the greater of:

- a. \$15,000; or
- b. The Medical Expense limit shown in the declarations of the Commercial General Liability Coverage Form.

8. SUPPLEMENTARY PAYMENTS

Paragraphs b. and d. of Supplementary Payments – Section I Coverage A and B are replaced by the following:

- b. Up to \$3,000 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” 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 \$400 a day because of time off from work.

9. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed, under a written contract or 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 reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor 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, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, 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 products;
 - (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 other thing or substance by or for the vendor; or
 - (8) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a. The exceptions contained in Subparagraphs (4) or (6); or
 - b. Such inspections, 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 distribution or sale of the products.
- 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.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph 4. a. of Section II – Who Is An Insured, 90th day is changed to 180th day.

- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added under paragraph 6. of Section IV – CONDITIONS,

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

12. ADVERTISING INJURY REDEFINED

Paragraphs 14. d. and e. of Section V – Definitions are amended by the following:

- 1. Personal and advertising injury means injury including consequential “bodily injury” arising out of one or more of the following offenses:
 - d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
 - e. Oral, written, televised or videotaped publication of material that violates a person’s right to privacy;

Paragraphs b. and c. of 2. Exclusions under Coverage B – Personal and Advertising Injury Liability are replaced by the following:

- b. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

13. MENTAL ANGUISH – BODILY INJURY REDEFINED

The definition of “bodily injury” in Section V – Definitions is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

14. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

- a. Paragraph 2.a.(1)d. of Section II – Who Is An Insured does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.
- b. This provision does not apply if you are engaged in the business or occupation of providing professional health care services.

15. MOBILE EQUIPMENT REDEFINED

Under Section V – Definitions, Item 12, Paragraph f. (1) (a) (b) (c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

16. PERSONAL INJURY – BROAD FORM

- a. Paragraph 14. b. of Section V – Definitions is replaced by the following:
 - b. Malicious prosecution or abuse of process;
- b. Definition 14 of Section V – Definitions is amended by the addition of the following:
 - h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not the result of acts or omissions of:

- (a) The insured;
- (b) Any executive officer, director, stockholder, partner or member of the insured; or
- (c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and

(2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any person or person(s) by an insured.

c. Paragraphs a. and b. above do not apply if Coverage B. Personal and Advertising Injury Liability is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

17. LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

18. NO DUPLICATION OF BENEFITS

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7248
(Ed. 12-04)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – UNSOLICITED FAXES, TELEPHONE CALLS AND EMAILS

Paragraph 2., Exclusions of Coverage B PERSONAL AND ADVERTISING INJURY LIABILITY under Section I – COVERAGES is amended by the addition of the following:

This insurance does not apply to:

o. Unsolicited faxes, telephone calls and emails

“Personal and advertising injury” arising from unsolicited faxes, telephone calls or emails and other similar acts and practices which are subject to and prohibited by any state or federal law, rule or regulation governing the abuses associated with unsolicited faxes, telephone calls or emails and other similar acts and practices including but not limited to:

- a. the Federal Telephone Consumer Protection Act;
- b. the Federal Telemarketing and Consumer Fraud and Prevention Act;
- c. the Federal Controlling the Assault of Non-Solicited Pornography and Marketing Act (“CAN-SPAM Act”);
- d. federal and state do-not-call laws, rules, registries and regulations;
- e. federal and state securities laws;
- f. any similar state or federal statute or any amendment to any of the above; and
- g. any rule or regulation promulgated by the Federal Communication Commission; Federal Trade Commission; Federal Securities and Exchange Commission or other Federal or State agency pursuant to any of the above laws.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7249
(Ed. 12-04)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

OTHER INSURANCE AMENDMENT

Any coverage provided by CG 20 10 Additional Insured-Owners, Lessees or Contractors – Scheduled Person or Organization; CG 20 33 Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You; or CG 20 37 Additional Insured – Owners; Lessees or Contractors – Completed Operations to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless a written contract specifically requires that this insurance be primary and that the additional insured's primary coverage be non-contributory.

Even if the requirements of the above paragraph are met, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing in CG 00 01 Commercial General Liability Coverage Form.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**CG-7253
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS -
SCHEDULED PERSON OR ORGANIZATION**

Schedule

Name of person or organization

Job Site (Address and Description)

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

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" ongoing operations for the additional insured at the Job Site listed in the above Schedule only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an insured on your policy. A person's or organization's status as an additional insured under this endorsement ends when your on-going operations for that insured at the listed Job Site are completed.

B. The insurance provided to additional insured by this endorsement is limited as follows:

- a. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums which the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
- b. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.

C. With respect to the insurance afforded to the additional insured, the following exclusions are added:

2. Exclusion

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs after the earlier of when:

- (1) All work by the "Named Insured", including materials, parts or equipment furnished in connection with such work, on the project at the Job Site listed in the above Schedule to be performed for the additional insured where the injury or damage occurred, has been completed;
- or

- (2) That portion of the "Named Insured's" work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor at the Job Site listed in the above schedule.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
- c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
- d. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
 - (2) Supervisory, inspection, architectural, or engineering services.

D. Other Insurance

1. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the "written contract" specifically requires that this insurance be primary and that the additional insured's primary coverage be non-contributory.
2. Even if the requirements of paragraph 1 are met, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4. c., Method of Sharing.

E. Definitions

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7254
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED-OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

A. Section II - Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires 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 caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" ongoing operations for the additional insured only as specified under the "written contract". A person's or organization's status as an insured under this endorsement ends when your on-going operations for that insured are completed.

B. The insurance provided to additional insured by this endorsement is limited as follows:

- a. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
- b. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.

C. With respect to the insurance afforded to additional insured, the following exclusions are added:

2. Exclusions

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs after the earlier of when:
 - (1) All work by the "Named Insured", including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for the additional insured at the site of the covered operations where the injury or damage occurred has been completed; or
 - (2) That portion of the "Named Insured's" work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.

- c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
- d. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
 - (2) Supervisory, inspection, architectural, or engineering services.

D. Other Insurance

- 1. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the "written contract" specifically requires that this insurance be primary and that the additional insured's primary coverage be non-contributory.
- 2. Even if the requirements of paragraph 1 are met, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4. c., Method of Sharing.

E. Definitions

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7255
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS**

Schedule

Name of Person or Organization:

Job Site (Address and Description) and Description of Completed Operations:

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

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" work for the additional insured at the Job Site designated and described in the above Schedule and included in the "products-completed operations hazard" which was performed for that insured only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy .

B. The insurance provided to additional insured by this endorsement is limited as follows:

- a. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums which the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
- b. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.

C. With respect to the insurance afforded to the additional insured, the following exclusions are added:

2. Exclusion

- a. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
 - (2) Supervisory, inspection, architectural, or engineering services.

- b. This insurance does not apply if the “written contract” was not executed by the “Named Insured” prior to the “occurrence” giving risk to the additional insured’s potential liability.
- c. This insurance does not apply to the additional insured’s liability to indemnify, defend or hold harmless a third party.

D. Other Insurance

- 1. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the “written contract” specifically requires that this insurance be primary and that the additional insured’s primary coverage be non-contributory.
- 2. Even if the requirements of paragraph 1 are met, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4. c., Method of Sharing.

E. Definitions

“Named Insured” is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

This endorsement modifies insurance provided by the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7256
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

If your Commercial General Liability Policy is endorsed with any one of the CG 20 10 07 04, the CG 20 33 07 04 or the CG 20 37 07 04 endorsement (relating to coverage for additional insureds) and your immediately preceding Commercial General Liability Policy was issued by us and was endorsed with any of the CG 20 10 10 01, the CG 20 33 10 01 or the CG 20 37 10 01 endorsement (relating to coverage for additional insureds), the CG 20 10 10 01, the CG 20 33 10 01 or the CG 20 37 10 01 endorsement will continue to apply for the duration of the current policy term of your policy solely with respect to any additional insured which had entered into a written construction contract with the named insured prior to the effective date of the current term of your Commercial General Liability Policy with us (for purposes of this endorsement referred to as “the contract”) that required that the additional insured be added as an additional insured on the named insured’s policy.

This endorsement is only applicable with respect to liability for “bodily injury”, “property damage” and “personal and advertising injury” arising out of continuing operations which you are performing for that additional insured pursuant to “the contract” and, in the case of the CG 20 37 10 01 endorsement, with respect to liability for “bodily injury”, “property damage” and “personal and advertising injury” arising out of “your work” at the location designated and described in the schedule of that endorsement performed for that additional insured pursuant to “the contract” and included in the “products-completed operations hazard”.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7257
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT OF INSURED CONTRACT DEFINITION

If your Commercial General Liability Policy is endorsed with the CG 24 26 07 04 (amending the definition of an "insured contract") and your immediately preceding Commercial General Liability Policy was issued by us and was not endorsed with the CG 24 26 07 04, then the amended definition of "insured contract" provided by the CG 24 26 07 04 endorsement will not apply for the duration of the current policy term of your policy solely with respect to any written construction contract which you had entered into prior to the effective date of the current term of your Commercial General Liability Policy with us (for purposes of this endorsement referred to as "the contract") which would otherwise qualify as an "insured contract" absent the application of the CG 24 26 07 04 endorsement.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7258
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – PRODUCTS-COMPLETED OPERATIONS HAZARD

This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”. This exclusion applies to all “bodily injury” and all “property damage” occurring away from premises you own or rent which would not have occurred but for “your product” or “your work” regardless of any other causes, acts, omissions or events contributing concurrently or in any sequence to the “bodily injury” or “property damage” even if any other contributing cause, act, omission or event would not be included within the “products-completed operations hazard” and regardless of whether “your product” was manufactured, in whole or in part, by you or another on your behalf or sold, handled, distributed or disposed of by you or by another on your behalf or whether “your work” was performed in whole or in part by you or another on your behalf.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7259
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RESIDENTIAL MULTI-UNIT CONSTRUCTION DEFECT

Paragraph 2. Exclusions of Coverage A – Bodily Injury and Property Damage Liability under Section I – COVERAGES is amended by the addition of the following:

This insurance does not apply to “property damage” to all or any part of a “multi-unit residential structure” arising out of the “defective construction”, whether for ongoing operations or operations included within the “products-completed operations hazard”, of all or any part of that “multi-unit residential structure”. This exclusion applies regardless of whether:

- a. repeated or continued exposure to conditions which were a cause of the “property damage” occur during the period of this policy and cause additional, progressive, or further “property damage”.
- b. the “defective construction” was caused in whole or in part by you, any of your subcontractors, or any other person or organization.
- c. you have assumed liability for the “property damage” by contract, whether or not such contract is an “insured contract”.

As used in this endorsement:

“Defective construction” means any actual or alleged deficiency in construction for any and all aspects of the erection of structures, including but not limited to design, specifications, planning, building, materials, supervision or observation of construction. It includes new construction, conversion, reconstruction, rehabilitation, renovation, remodeling, repair, maintenance or demolition.

“Multi-unit residential structure” means any structure intended for human occupancy that contains more than two residential units including but not limited to multi-family housing, apartments, condominiums, townhouses or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures).

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY POLICY
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY POLICY**

**CG-7261
(Ed. 8-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – METHYL TERTIARY BUTYL ETHER (MTBE)

Paragraph 2. Exclusions of Coverage A – Bodily Injury and Property Damage Liability and Paragraph 2 Exclusions of Coverage B – Personal and Advertising Injury Liability under Section I – COVERAGES are amended by the addition of the following:

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “methyl tertiary butyl ether”.

We shall have no obligation under this insurance:

- 1) to investigate, settle or defend any claim or “suit” against any insured alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the “methyl tertiary butyl ether hazard”; or
- 2) to pay, contribute to or indemnify another for any damages, judgments, settlements, loss, costs or expenses, including any obligation to share with or repay any person, organization, or entity, that may be awarded or incurred by reason of any such claim or “suit” or any such injury or damage, or in complying with any action authorized by law and relating to such injury or damage; or
- 3) to pay, contribute to or indemnify another for any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, naturalization, monitoring, removal, disposal or any obligation to investigate or assess the presence or effects of “methyl tertiary butyl ether”.

As used in this exclusion:

“Methyl tertiary butyl ether hazard” means:

- (a) an actual exposure or threat of exposure to the harmful properties of “methyl tertiary butyl ether”; or
- (b) the presence of “methyl tertiary butyl ether” in any place, whether or not within a building or structure, including but not limited to its presence in surface or ground water, soil or air; or
- (c) any disease or illness associated or attributed to the harmful effects of “methyl tertiary butyl ether”.

“Methyl tertiary butyl ether” means the chemical compound that is manufactured by the chemical reaction of methanol and isobutylene.

This endorsement modifies insurance provided by the following:

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

**CG-7262
(Ed. 8-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – TOBACCO HEALTH HAZARDS

Paragraph 2. Exclusions of Coverage A – Bodily Injury and Property Damage Liability and Paragraph 2. Exclusions of Coverage B – Personal and Advertising Injury Liability under Section I – COVERAGES are amended by the addition of the following:

A. This insurance does not apply to any liability or damage arising out of:

1. “Health hazards” from use of “tobacco products”;
2. “Health hazards” caused or contributed to by second hand smoke from “tobacco products”;
3. The furnishing of “tobacco products” to any person; or
4. Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of “tobacco products”.

This exclusion applies to all “bodily injury”, “property damage”, or “personal and advertising injury” that would not have occurred but for the use, handling, gift, distribution or sale of any “tobacco product” regardless of:

- a. any other causes, acts, omissions or events contributing concurrently or in any sequence to the “bodily injury”, “property damage” or “personal and advertising injury” even if any other contributing cause, act, omission or event would not, standing alone, be included within items 1 through 4 above;
- b. whether the “tobacco product” was manufactured (in whole or in part), sold, handled or distributed by you, others on your behalf or any other person or entity;
- c. whether you have assumed liability for the “bodily injury”, “property damage”, or “personal and advertising injury” by contract, whether or not such contract is an “insured contract”; or
- d. how the claim is characterized.

B. The following definitions are added to SECTION V – DEFINITIONS:

“Health hazards” include, but are not limited to, the actual or alleged emergence, contraction, aggravation or exacerbation or fear of the emergence, contraction, aggravation or exacerbation of any form of cancer, cancerous or precancerous condition, arteriosclerosis, heart disease, emphysema, lung disease or other injury, disease, malady or impairment of the health of the human body arising out of, in whole or in part, the:

- a. ingestion, consumption, inhalation or use of; or
- b. exposure to the ingestion, consumption, inhalation or use of
any “tobacco product”.

“Tobacco product” includes, but is not limited to, tobacco (including raw and cured tobacco), cigars and cigar wrappers, pipes and pipe tobacco, cigarettes and cigarette paper, cigarette filters, snuff, chewing tobacco, smokeless tobacco products, tobacco substitutes, smoking cessation products, nicotine replacement or supplement products, gaseous or solid residues or byproducts of tobacco use or consumption, smoke from any of the above, or any chemical, mineral or other product sprayed on, applied to or found within or used in conjunction with, any of the above.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7263
(Ed. 8-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED-OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS - AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

A. Section II - Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the “written contract”) that requires 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 caused, in whole or in part, by the acts or omissions of the “Named Insured”, or those acting on behalf of the “Named Insured”, in the performance of the “Named Insured’s” work for the additional insured and included in the “products-completed operations hazard” which was performed for that insured only as specified under the “written contract”.

B. The insurance provided to additional insured by this endorsement is limited as follows:

- a.** The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the “Named Insured”, or those acting on behalf of the “Named Insured”, to which the additional insured is entitled to be indemnified by the “Named Insured” pursuant to the “written contract” and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the “Named Insured” for the claim of the third party.
- b.** The limits of insurance are those set forth in the policy and Declarations or those specified in the “written contract”, whichever is less.

C. With respect to the insurance afforded to additional insured, the following exclusions are added:

2. Exclusions

- a.** The insurance provided to the additional insured does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of an architect’s, engineer’s, or surveyor’s rendering of or failure to render any professional services including:
 - (1)** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
 - (2)** Supervisory, inspection, architectural, or engineering services.
- b.** This insurance does not apply if the “written contract” was not executed by the “Named Insured” prior to the “occurrence” giving rise to the additional insured’s potential liability.
- c.** This insurance does not apply to the additional insured’s liability to indemnify, defend or hold harmless a third party.

D. Other Insurance

- 1.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the “written contract” specifically requires that this insurance be primary and that the additional insured’s primary coverage be non-contributory.

2. Even if the requirements of paragraph 1 are met, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4. c., Method of Sharing.

E. Definitions

“Named Insured” is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**CG-7264
(Ed. 8-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRINTERS ERRORS AND OMISSIONS LIABILITY

SCHEDULE

Limits of Liability:	\$ _____	Each Loss
	\$ _____	Aggregate
Deductible	\$ 500.00	Each Loss

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

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

COVERAGE – PRINTERS ERRORS AND OMISSIONS LIABILITY

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of any claim made against an insured which is based upon any error, omission, or negligent act committed by an insured during the policy period and within the “coverage territory” in the course of providing “printing services”.
- b. 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 to which this insurance does not apply. We may, at our discretion, investigate any claim 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; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in payment of judgments or settlement.

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

B. Solely for purposes of the coverage provided by this endorsement, the following exclusions are added to Section I:

This insurance does not apply to any claim:

- a. Resulting or arising out of any dishonest, fraudulent, criminal or malicious act or intentional error or omission by an insured, or any person for whom the insured is legally responsible, acting alone or in collusion with others.
- b. Resulting or arising out of any negligent act, error or omission that occurred prior to the later of the beginning of the policy period or the issuance of this endorsement.
- c. Based upon liability of others assumed by any insured under any contract or agreement except for any liability that the insured would have had in the absence of such contract or agreement.
- d. Resulting or arising out of any infringement of copyright, patent, trademark, trade secret or other intellectual property rights.
- e. For reimbursement of costs of shipping, reprinting or printing materials caused by a physical defect or error in printing or in the cost of additional services performed or materials used to correct deficiencies or errors in the original “printing services” performed for others.

- f. Resulting or arising out of insolvency or bankruptcy of the insured.
- g. Resulting or arising out of any “publishing function” of the insured.
- h. Resulting or arising out of any cost guarantees.
- i. Resulting or arising out of estimates of probable costs or cost estimates being exceeded.
- j. Resulting or arising out of any default by or on behalf of the insured with respect to the performance of any contract or agreement. However, this does not apply if such default is the result of errors, omissions, or negligent acts committed in the course of providing “printing services”.
- k. Seeking non-pecuniary relief.
- l. Resulting or arising out of “bodily injury”, “property damage” or “personal and advertising injury”.
- m. For civil penalties, fines or assessments, punitive damages, multiplied damages, or exemplary damages.
- n. Resulting or arising out of an insured’s willful violation of any federal, state, or local statute, regulation, rule, ordinance or code.
- o. Resulting or arising out of the printing of entry forms, tickets, or similar items for lotteries or other games of chance.

C. Solely for the purposes of the coverage provided by this endorsement:

- 1. All references to Supplementary Payments – Coverages **A** and **B** are replaced by Supplementary Payments – Coverages **A**, **B** and **Printers Errors and Omissions Liability**.
- 2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

D. Solely for the purposes of the coverage provided by this endorsement, Section III – Limits of Insurance is replaced by the following:

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought;
 - c. Persons or organizations making claims or bringing “suits”; or
 - d. Errors, omissions, or negligent acts.
- 2. The Aggregate Limit is the most we will pay for all “damages” because of errors, omissions, or negligent acts committed by an insured during the policy period in the course of providing or arising out of “printing services”.
- 3. Subject to the Aggregate Limit, the Each Loss limit is the most we will pay for all “damages” sustained because of any one error, omission, or negligent act.
- 4. For the purpose of determining the limits for the insurance and applicable deductible provided by this endorsement, any error, omission, or negligent act together with all related errors, omissions or negligent acts in the providing of “printing services” will be considered one error, omission, or negligent act. Any loss based upon a series of related errors, omissions and negligent acts by an insured in the course of providing or arising out of “printing services” will be deemed to have arisen when the first error, omission or negligent act of that series occurred.
- 5. Deductible
 - a. Our obligation to pay damages on behalf of the insured applies only to the amount of “damages” in excess of the deductible amount stated in the Schedule as applicable to Each Loss. The limits of insurance shall not be reduced by the amount of this deductible.
 - b. The deductible amount stated in the Schedule applies to all “damages” sustained by any one error, omission, or negligent act.
 - c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any “suits” seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of any error, omission or negligent act
 apply irrespective of the application of the deductible amount.

- d. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

The Limits of Insurance of this Coverage Part 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.

E. Solely for the purposes of the coverage provided by this endorsement, Section IV – Commercial General Liability CONDITIONS is amended by the following:

SECTION IV – CONDITIONS

The following Conditions are amended:

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

- a. You must see to it that we are notified as soon as practicable of an “occurrence”, or loss which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the “occurrence”, or loss took place;
 - (2) The names and addresses of any persons seeking “damages” and witnesses; and
 - (3) The nature and location of any “damage” arising out of the “occurrence”, or loss.
- b. If a claim is made or “suit” is brought against any insured; you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or “suit” as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the “damages” to which this insurance may also apply.
- d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance for all insurers.

F. Solely for the purposes of the coverage provided by this endorsement, Section V – DEFINITIONS is amended by the following:

SECTION V - DEFINITIONS

The following definitions are added:

“Printing Services” include but are not limited to activities involved in “your work” to produce or reproduce a product in printed form. It includes activities and mechanical processes commonly employed by the printing industry but does not include any “publishing function”.

“Damages” means compensable economic injury. “Damages” does not include civil penalties, fines or assessments, punitive damages, multiplied damages or exemplary damages, or damages arising out of “bodily injury”, “property damage” or “personal and advertising injury”. “Damages” also does not include the cost and expense of complying with any injunctive, non-pecuniary or other form of equitable relief.

“Publishing function” means the creation of text and content of materials printed.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**CG-7273
(Ed. 12-06)**

VOLUNTARY PROPERTY DAMAGE ENDORSEMENT

SCHEDULE

Limits of Insurance "Occurrence" Limit _____ Annual Aggregate _____
--

(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 coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. INSURING AGREEMENT

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, we will pay, at your request, for “property damage” to the property of others provided:

1. Such “property damage” occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
2. Such “property damage” arises out of “your work” away from premises owned by, rented to, or occupied by you; and
3. The property damage liability coverage of the policy, to which this endorsement is attached, would extend to “your work” causing such “property damage”.

B. ADDITIONAL CONDITIONS

The insurance afforded by Paragraph **A. INSURING AGREEMENT** of this endorsement is subject to the following additional terms and conditions:

1. Subject to the Annual Aggregate set forth in the Schedule of this endorsement, the most we will pay for Voluntary Property Damage because of “property damage”, to which the coverage provided by this endorsement applies, arising out of any one “occurrence” is the “Occurrence” Limit set forth in the Schedule of this endorsement regardless of the number of:
 - a. insureds;
 - b. claims made or “suits” brought; or
 - c. persons or organizations making claims or bringing “suits”.The “Occurrence” Limit shown in the Schedule of this endorsement is included within and not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY of the COMMERCIAL GENERAL LIABILITY COVERAGE PART**.
2. The Annual Aggregate set forth above in the Schedule of this endorsement is the most we will pay for all “property damage” to which the Voluntary Property Damage Coverage provided by this endorsement applies.

3. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate set forth in the Schedule of this endorsement unless applicable state law requires us to provide unimpaired aggregate limits of insurance for such period of extension. In that event, the aggregate limit for such period of extension will be equal to the Annual Aggregate set forth in the Schedule of this endorsement.
4. Any and all damages paid under the terms and conditions of this endorsement will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
5. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of \$500. The deductible amount applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".
 - a. The terms of this insurance, including those with respect to:
 - 1) Our right and duty to defend any "suits" seeking those damages; and
 - 2) Your duties in the event of any "occurrence", claim or "suit";apply irrespective of the application of the deductible amount.
 - b. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
6. Settlement – In the event of loss covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
7. The insurance provided by this endorsement is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builders' Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

C. EXCLUSIONS

Solely for the purposes of the insurance afforded by this endorsement, Paragraph 2. **EXCLUSIONS of SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

1. Subparagraphs (3), (4) and (5) of Exclusion j. Damage to Property do not apply to the extent that coverage is provided by Paragraph A. **INSURING AGREEMENT** of this endorsement.

2. The following exclusions are added:

The insurance provided by this endorsement does not apply to “property damage”:

- a.** To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
- b.** To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
- c.** To property owned by, or rented by, an insured or any “employee” of the insured.
- d.** To property that is money and securities.
- e.** Included within the “explosion hazard”, the “collapse hazard”, or the “underground property damage hazard”, unless such coverage is provided by the policy to which this endorsement is attached.

All other Exclusions, Terms and Conditions of the Policy to which this endorsement is attached continue to apply.

D. DEFINITIONS

The following additional definitions apply:

“Explosion hazard” includes property damage arising out of blasting or explosion. The “explosion hazard” does not include “property damage” arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

“Collapse hazard” includes “structural property damage” and any resulting “property damage” to any other property at any time.

“Structural property damage” means the collapse of or structural injury to any building or structure due to:
(a) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
(b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

“Underground property damage hazard” includes “underground property damage” and any resulting “property damage” to any other property at any time.

“Underground property damage” means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by or occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number:

See Supplemental Schedule

LIMITS OF INSURANCE

\$ Each Occurrence Limit
 \$ Damage to Premises Rented to You Limit
 \$ Medical Expense Limit (Any One Person)
 \$ Personal and Advertising Injury Limit (Any One Person or Organization)
 \$ General Aggregate Limit (Other than Products-Completed Operations)
 \$ Products/Completed Operations Aggregate Limit

FORM OF BUSINESS:

Business Description:

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE GU-7005**

AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE CG-7275						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$	\$

**FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART:
 SEE SCHEDULES GU-7004 and GU-7009**

 Countersignature Date

 Authorized Representative

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number:

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.



COMMERCIAL LINES COMMON POLICY DECLARATIONS

Policy Number:

Named Insured and Mailing Address:

Agent:

Agency Code:
Phone Number:

Policy Period: From: To: at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Form of Business:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Crime and Fidelity Policy Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Commercial Liability Umbrella Policy	
	Sub-Total
Fees and Surcharge - See Schedule GU-7015 (If Applicable)	
	Total

**FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY:
SEE SCHEDULES GU-7004 and GU-7009**

POLICY CHANGES

Policy Number:

Named Insured:

Agency/Producer Code:

Policy Period: From: _____ To: _____

CHANGE EFFECTIVE _____ CHANGE # _____

DESCRIPTION

Original Premium \$ _____ New Premium \$ _____ Total Add'l/Return Premium \$ _____

Company name goes here

ADDITIONAL INSURED SCHEDULE

Policy Number:

Policy Period: From:

To:

Company name goes here

ADDITIONAL INTEREST SCHEDULE

Policy Number:

Policy Period: From:

To:

Company name goes here

FORM SCHEDULE

Policy Number:

Policy Period: From:

To:

Form	Edition	Description
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Company name goes here

LOCATION SCHEDULE

Policy Number:

Policy Period: From:

To:

Premis.	Bldg.	
No.	No.	Address

Company name goes here

NAMED INSURED SCHEDULE

Policy Number:

Policy Period: From:

To:

Company name goes here

DECLARATIONS PAGE EXTENSION

IMPORTANT INFORMATION

Policy Number:

Policy Period: From:

To:

Company Name goes here

FEES AND SURCHARGE SCHEDULE

Policy Number:

Policy Period: From:

To:

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS BUSINESS OWNERS POLICY
COMMERCIAL BLANKET EXCESS LIABILITY POLICY
COMMERCIAL UMBRELLA LIABILITY POLICY**

**IL-7115
(Ed. 6-00)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION--EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS)

This insurance does not apply to "bodily injury" or "property damage" included in the "products - completed operations hazard" and arising out of the manufacture, installation, application, use or sale of Exterior Insulation and Finish Systems (EIFS) or similar system, including any part, exterior component, fixture or feature of such a system.

Policy Number:

Policy Period: From: To:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

All other terms and conditions of this Policy remain unchanged.

Policy Number:

Policy Period: From: To:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

All other terms and conditions of this Policy remain unchanged.

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY POLICY
Coverage For Operations of Designated Contractor

DECLARATIONS

Named Insured and Mailing Address

Policy Period: From: _____ To: _____ 12:01 A.M. Standard Time

Form of Business: Individual; Partnership; Corporation; Joint Venture; Other: _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE
EACH OCCURRENCE LIMIT \$ _____
AGGREGATE LIMIT \$ _____

LOCATION OF COVERED OPERATIONS

NAME AND MAILING ADDRESS OF DESIGNATED CONTRACTOR

Classification	Code No.

Total Advance Premium \$ _____

Forms and Endorsements made a part of this Policy at time of issue:
SEE SCHEDULE GU-7004

The following material contains important **information** about your policy. **Please read it carefully.**
SEE SCHEDULE GU-7009

Countersigned by: _____
Authorized Representative

_____ Date

DECLARATIONS

RAILROAD PROTECTIVE LIABILITY POLICY

Named Insured and Mailing Address	
Policy Period: From: _____ To: _____ 12:01 A.M. Standard Time	
Form of Business: <input type="checkbox"/> Individual; <input type="checkbox"/> Partnership; <input type="checkbox"/> Corporation; <input type="checkbox"/> Joint Venture; <input type="checkbox"/> Other: _____	
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.	
LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$ _____
AGGREGATE LIMIT	\$ _____
DESCRIPTION OF OPERATIONS	
JOB LOCATION	
NAME AND MAILING ADDRESS OF DESIGNATED CONTRACTOR	
NAME AND ADDRESS OF INVOLVED GOVERNMENTAL AUTHORITY OR OTHER CONTRACTING PARTY	
Classification	Code No.
Total Advance Premium \$ _____	
Forms and Endorsements made a part of this Policy at time of issue: SEE SCHEDULE GU-7004	
The following material contains important information about your policy. Please read it carefully. SEE SCHEDULE GU-7009	

Countersigned by: _____
Authorized Representative

_____ Date

Harleysville
Worcester
Insurance
Company



This policy jacket with the policy provisions, declarations or information page, and endorsements, if any, completes this policy.

We will provide insurance described in this policy in return for the premium and compliance with all applicable policy provisions.

In Witness Whereof, the Company has caused this policy to be executed and attested.



Dennis Otmaskin
President



Robert A. Kauffman
Secretary

Harleysville Preferred Insurance Company



This policy jacket with the policy provisions, declarations or information page, and endorsements, if any, completes this policy.

We will provide insurance described in this policy in return for the premium and compliance with all applicable policy provisions.

In Witness Whereof, the Company has caused this policy to be executed and attested.



Michael L. Browne
President & Chairman



Robert A. Kauffman
Secretary

**Harleysville
Insurance
Company**
A Stock Company



This policy jacket with the policy provisions, declarations or information page, and endorsements, if any, completes this policy.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions

In Witness Whereof, the Company has caused this policy to be executed and attested.



Michael L. Browne
President & Chief Executive Officer



Robert A. Kauffman
Secretary

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**CG-7299
(Ed. 9-08)**

CHURCH LIABILITY ENHANCEMENT ENDORSEMENT

A. CEMETERY PROFESSIONAL LIABILITY

1. Insuring Agreement

The following is added to Coverage **A. Bodily Injury and Property Damage Liability** and Coverage **B. Personal and Advertising Injury Liability**:

We will pay those sums that an insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" and "personal and advertising injury" arising out of the rendering or failure to render professional services as a cemeterian provided the act, error or omission giving rise to such "bodily injury", "property damage" or "personal and advertising injury" takes place during the policy period. Solely for the coverage provided by this Cemetery Professional Liability Coverage, the "bodily injury" and "property damage" does not need to take place during the policy period. The offense giving rise to "personal and advertising injury" must take place during the policy period.

2. Exclusions

All Coverage **A** and **B Exclusions** apply to the Coverage provided by this Cemetery Professional Liability Coverage, except as amended below:

- a. Coverage **A. Exclusion j. Damage to Property**, subparagraphs **(3)** and **(4)** do not apply to "property damage" to or the injury or destruction of:
 - (1) deceased human bodies, cremated remains or body parts;
 - (2) any casket, urn or other container for a dead body or its cremated remains; or
 - (3) the clothing or personal effects of a deceased person while in the care, custody and control of an insured in connection with your business as a cemeterian. This insurance does not apply, however, to any casket, urn, other similar container, or any other item held by you for the purpose of sale or advertising display.
- b. Coverage **A. Exclusion g. Aircraft, Auto or Watercraft** does not apply to the injury or destruction of:
 - (1) deceased human bodies, cremated remains or body parts;
 - (2) any casket, urn, or other container for a dead body, or its cremated remains; or
 - (3) the clothing or personal effects of a deceased person arising out of the use of a vehicle while any of the foregoing are in your care, custody and control in connection with your business as a cemeterian. This insurance does not apply, however, to any casket, urn, other similar container, or any other item held by you for the purpose of sale or advertising display.
- c. The following **Exclusions** are added with respect to this Cemetery Professional Liability Coverage and this Coverage does not apply to:
 - (1) acts or omissions caused by willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.
 - (2) Punitive damages, multiplied damages, exemplary damages and civil penalties, fines and assessments.
- d. The following exclusion is added to paragraph **2. Exclusions** of both Coverage **A** and Coverage **B**:

This insurance does not apply to:

"bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission involving the rendering or failure to render professional services as a cemeterian except to the extent that coverage is afforded by Section A. Cemetery Professional Liability above.

3. Limits of Insurance

This Cemetery Professional Liability Coverage does not provide for separate limits of insurance and the coverage provided herein does not increase the Each Occurrence Limit, the Personal and Advertising Injury Limit, the Products-Completed Operations Aggregate Limit or the General Aggregate Limit as provided in Section III, Limits of Insurance of your policy.

For purposes of determining the limits of insurance, one "occurrence" includes any act, error or omission together with all related acts, errors and omissions in the providing of professional services as a cemeterian. Any loss based upon a series of related errors, omissions and negligent acts in the course of providing or arising out of professional services as a cemeterian will be deemed to have occurred when the first error, omission or negligent act of that series occurred.

4. Definitions

- a. Solely for the purpose of this Cemetery Professional Liability Coverage, the definition of the term “bodily injury” is amended as follows:
“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.
- b. When used in this endorsement only, “property damage” also includes injury or destruction of deceased human bodies or their remains.

5. Other Insurance

The insurance provided by this Cemetery Professional Liability Coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured. For purposes of this Coverage only, the Other Insurance Condition of this policy is amended accordingly.

B. COVERAGE C – MEDICAL PAYMENTS

The following is added to Coverage **C. Medical Payments**, Paragraph 1.a.

If “bodily injury” is caused by an accident

- (1) On premises, you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations, we will pay medical expenses as described below for such “bodily injury”:
- (4) To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests, provided that:
 - (a) The accident takes place in the “covered territory” and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

The following exclusion is deleted from Coverage **C. Medical Payments**, Paragraph 2. **Exclusions:**

e. Athletics Activities

Paragraph 7 of SECTION III – LIMITS OF INSURANCE is amended as follows:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person. However, the most we will pay for medical expenses under Coverage **C** for a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests is \$500.

C. PASTORAL COUNSELING PROFESSIONAL LIABILITY

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

PASTORAL COUNSELING PROFESSIONAL LIABILITY

1. Insuring Agreement

We will pay those sums that you or your “pastor(s)” become legally obligated to pay as damages arising out of any act, error or omission because of “counseling activities” by a “pastor” provided that such act, error or omission occurred during the policy period. Coverage provided by this endorsement applies only for acts, errors or omissions of your “pastor” while acting within the scope of their duties as such. 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 to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

2. Supplemental Payments

Solely for the purposes of this Pastoral Counseling Professional Liability Coverage, **SUPPLEMENTARY PAYMENTS – COVERAGE A and B** is amended as follows:

- a. All references to Supplementary Payments – Coverages A and B, are replaced by Supplementary Payments – Coverages A, B and Pastoral Counseling Professional Liability Coverage.
- b. Paragraphs 1.b. and 2. of the Supplementary Payments provisions do not apply.

3. Exclusions

This insurance does not apply to liability resulting from:

- a. furnishing medical, radiological, surgical, dental or nursing treatments, including shock therapy, and the prescription, utilization, furnishing or dispensing of drugs or medical, radiological, surgical, dental or nursing supplies or appliances.
- b. the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, trailer, semi-trailer, watercraft or aircraft.
- c. acts, errors or omissions of the insured as a member of a formal association or similar professional board or committee of any hospital or professional society.
- d. any actual or alleged conduct of a sexual nature.
- e. any dishonest, fraudulent, criminal or malicious act or omission, libel, slander, or intentional error or omission committed by an insured acting alone or in collusion with others.
- f. acts, errors, or omissions of the insured as proprietor, superintendent or executive officer of any hospital, sanatorium, medical clinic with or without bed and board facilities, or laboratory, or to acts or omissions arising out of any other trade, business, employment or profession.
- g. any civil penalties, fines or assessments or punitive or exemplary damages.
- h. "bodily injury", "property damage" or "personal and advertising injury".
- i. any claim seeking non-pecuniary relief.
- j. any willful violation of any federal, state or local statute, regulation, rule, ordinance or code.
- k. any employment related practice, act or omission.
- l. any damage that was either expected or intended from the standpoint of the insured.
- m. the assumption by any insured of the liability of another by contract or agreement whether or not such contract or agreement is an "insured contract". This exclusion does not apply to liability for damages that the insured would have in the absence of such contract or agreement.

4. Solely for the purposes of this Pastoral Counseling Liability Coverage, paragraphs 2. and 5. of **SECTION III – LIMITS OF INSURANCE** is amended as follows:

LIMITS OF INSURANCE

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

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under Coverage **B**; and
- d. Damages under Pastoral Counseling Professional Liability Coverage; and;
- e. Damages or expenses with respect to all other Coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and
- c. Damages under Pastoral Professional Liability Coverage arising out of any one "occurrence".

For purposes of determining the limits of insurance under Pastoral Counseling Professional Liability Coverage, one "occurrence" includes any act, error or omission together with all related acts, errors and/or omissions in the providing of professional services as a "pastor". Any loss based upon a series of related errors, omissions and negligent acts in the course of providing or arising out of professional services as a "pastor" will be deemed to have occurred when the first error, omission or negligent act of that series occurred.

5. Solely for the purposes of this Pastoral Counseling Professional Liability Coverage, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the following:

Section IV Conditions

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence", claim, offense or loss which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence", offense, or loss took place;
 - (2) The names and addresses of any persons seeking damages and witnesses; and
 - (3) The nature and location of any damage arising out of the "occurrence", offense, or loss.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of a claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the damages to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

6. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Pastoral Counseling Professional Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance for all insurers.

7. Definitions

The following definitions are added to **SECTION V – DEFINITIONS**:

"Pastor(s)" means any ordained minister, priest, rabbi or nun.

"Counseling activities" means the furnishing of advice or guidance by a "pastor(s)" to another person through consultations or communications not involving publishing or broadcasting.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7300
(Ed. 9-08)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE AND MOLESTATION LIABILITY

Schedule

Limits of Insurance	
\$ _____	Any One Occurrence
\$ _____	Annual Aggregate

I. COVERAGE

The following is added to Paragraph 1. **Insuring Agreement** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES**:

Subject to **III. Limits of Insurance** below, we will also pay under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” arising out of or resulting from abusive or molesting verbal or non-verbal communication , behavior or conduct to which this insurance applies.

All other provisions of the **Insuring Agreement** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this endorsement.

II. EXCLUSIONS

Solely for purposes of the coverage provided by this endorsement, the following exclusions are added to Paragraph 2. **Exclusions** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES**:

This insurance does not apply to:

- a. “bodily injury” arising out of or resulting from abusive or molesting verbal or non-verbal communication, behavior or conduct, except to the extent that coverage is afforded by this Abuse and Molestation Liability endorsement.
- b. Any person who actually participated in, directed, or knowingly condoned the abusive or molesting communication, behavior or conduct resulting in “bodily injury”;
- c. Any claim for exemplary or punitive damages;
- d. Any civil or criminal penalties, fines or assessments;
- e. Any claim arising out of or related to employment related practices or procedures, acts or omissions;

All other Coverage **A Exclusions** continue to apply to the coverage provided by this endorsement.

III. LIMITS OF INSURANCE

Solely for the purposes of the coverage provided by this endorsement, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The insurance afforded by Section **I – Coverage** of this endorsement is subject to the following additional terms and conditions:

- a. Subject to the Annual Aggregate Limit provided by b. below, the most we will pay because of all “bodily injury” arising out of or resulting from abusive or molesting verbal or non-verbal communication, behavior or conduct in any one “occurrence” is the Any One Occurrence Limit of Insurance set forth in the Schedule of this endorsement. This is the most we will pay regardless of the number of:
 - (1) insureds;
 - (2) claims made or “suits” brought; or
 - (3) persons or organizations making claims or bringing “suits”.

The Any One Occurrence Limit is included within and not in addition to the Each Occurrence Limit shown on the Declarations Page as being applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

For purposes of determining the Any One Occurrence Limit of Insurance, regardless of the number of abusive or molesting acts or communications, period of time over which such acts or communications occur or number of persons acted upon or molested or abused, all "bodily injury" arising out of all abusive or molesting verbal or non-verbal communication(s), behavior or conduct by any one person, or by two or more persons acting together, will be considered one "occurrence" subject to the Any One Occurrence Limit of Insurance.

- b. The Annual Aggregate Limit of Insurance set forth in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "bodily injury" arising out of or resulting from abusive or molesting verbal or non-verbal communication, behavior or conduct.
- c. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the Annual Aggregate set forth in the Schedule of this endorsement multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
- d. Any and all damages paid under the terms and conditions of this endorsement will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** in the same manner and in addition to all other coverages of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** that are also subject to the General Aggregate Limit.

- IV. All other provisions of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** applicable to coverage for "bodily injury" under Coverage A, not amended by this endorsement, shall apply to this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT DEALERS GENERAL LIABILITY ENHANCEMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

I. The following are added to **SECTION I – COVERAGES:**

A. **COVERAGE D – “CONSUMER COMPLAINT” PROTECTION**

1. **Insuring Agreement**

- a. We will pay on your behalf all sums you incur as defense costs (including court costs) arising from a “consumer complaint”. We shall have the right and duty to defend any “consumer complaint” against you, even if any of the allegations of the “suit” are groundless, false or fraudulent. We may, at our discretion, investigate and settle any “consumer complaint”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.
- b. The amount we will pay is limited as described in paragraph **A.3. Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.
- c. This insurance applies to “consumer complaints” arising out of your business only if the “consumer complaint” is made within the “coverage territory” and during the policy period.

2. **Exclusions**

This insurance does not apply to:

- a. An “occurrence”.
- b. “Bodily injury”, “property damage”, or “personal and advertising injury”.
- c. Dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions. However, this exclusion does not apply to you if such acts, errors or omissions were committed by your “employee” (other than a partner, director, executive officer, or stockholder) without your direction or knowledge.
- d. Any obligation arising from a warranty agreement or a mechanical breakdown agreement provided or sold by you.
- e. “Suits” due to:
 - (1) Recall of “your product” by the manufacturer;
 - (2) Your activities as an insurance agent, insurance broker or insurance solicitor;
 - (3) Your violation of truth in lending or truth in leasing laws; or
 - (4) Errors or omissions in the handling of:
 - (a) Employee Benefits Programs, or
 - (b) Obtaining or transferring a “title”.
- f. Any obligation for which you or any carrier as your insurer may be held liable under any workers compensation or disability benefits law, or under any similar law.
- g. “Suits” covered by other valid and collectible insurance. However, this exclusion does not apply if the other collectible insurance is “Consumer Compliant” Protection, or any similar coverage providing duplicate insurance for the same “suit”. Then we will share in losses on a pro-rata basis with the other primary coverage.
- h. Any “suit” due to the discharge, dispersal, seepage, migration release or escape of “pollutants”.

3. Deductible

We will deduct \$1,000 from any amount payable for any one “suit” under this insurance. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved in each “consumer complaint”; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to affect settlement of any “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount we have paid.

B. COVERAGE E – DEALER INSURANCE AGENTS’ ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay on your behalf and on behalf of any of your “employees”, all sums you or they become legally obligated to pay as damages as a result of any alleged or actual negligent act, error or omission by you or by any of your “employees” in the conduct of your business as an equipment physical damage and disability income and/or credit life insurance agent. We shall have the right and duty to defend any “suit” asking for such damages. We may, at our discretion, investigate and settle any claim or “suit”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.
- b. The amount we will pay is limited as described in paragraph **B.3. Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.
- c. This insurance applies to acts, errors or omissions arising out of your business only if the acts, errors or omissions are made within the “coverage territory” and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, or “personal and advertising injury”.
- b. Any claim resulting from an insured’s willful violation of:
 - (1) an insured’s contract with an insurer; or
 - (2) any law, regulation or directive of a state regulatory authority.
- c. Dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions. However this exclusion does not apply to you if such acts, errors or omissions were committed by your “employee” (other than a partner, director, executive officer or stockholder) without your direction or your knowledge.
- d. Any liability of others assumed by any insured under a contract or agreement.
- e. Civil penalties, fines, assessments, or demands for injunctive or equitable relief.

3. Deductible

We will deduct \$1,000 from any amount payable for any one claim or “suit” under this insurance. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved in each act, error or omission; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to affect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount we have paid.

C. COVERAGE F – HOUR METER AND PRIOR DAMAGE DISCLOSURE ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay on your behalf all sums you legally must pay as damages because of acts, errors or omissions in failing to comply with any federal, state or local law(s) governing hour meter readings or disclosure of prior damage on equipment you sold. We shall have the right and duty to defend any “suit” asking for such damages. We may, at our discretion, investigate and settle any claim or “suit”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.
- b. The amount we will pay is limited as described in paragraph **C.3. Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.
- c. This insurance applies to acts, errors or omissions arising out of your business only if the act, error or omission is made within the “coverage territory” and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, or “personal and advertising injury”.
- b. Damages arising from failure to comply with federal, state or local statutes covered by this insurance of which you have received notice of a “suit” or claim prior to the effective date of this policy.
- c. Dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions committed by:
 - (1) You;
 - (2) Your partners, officers, “employees” or agents; or
 - (3) Any other party in interest;acting alone or in collusion with others. However this exclusion does not apply to you if such acts, errors or omissions were committed by your “employee” (other than a partner, director, executive officer or stockholder) without your direction or your knowledge.
- d. Civil penalties, fines, assessments, or demands for injunctive or equitable relief.

3. Deductible

We will deduct \$500 from any amount payable for any one claim under this insurance. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved in each act, error or omission; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to affect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount we have paid.

D. COVERAGE G – “TITLE” ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay on your behalf all sums you must legally pay as damages because of your acts, errors or omissions in the preparation of official “title” papers for registering equipment sold by you, including specifying legal owners and/or leinholders. We shall have the right and duty to defend any “suit” asking for such damages. We may, at our discretion, investigate and settle any claim or “suit”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.
- b. The amount we will pay is limited as described in paragraph **D.3. Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.
- c. This insurance applies to acts, errors or omissions arising out of your business only if the act, error or omission is made within the “coverage territory” and during the policy period.

2. Exclusions

This insurance does not apply:

- a. Unless the purchaser sells or transfers “title” of the equipment you sold.
- b. To “bodily injury”, “property damage”, or “personal and advertising injury”.
- c. To dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions committed by:

- (1) You;
- (2) Your partners, officers, “employees” or agents; or
- (3) Any other party in interest;

acting alone or in collusion with others. However this exclusion does not apply to you if such acts, errors or omissions were committed by your “employee” (other than a partner, director, executive officer or stockholder) without your direction or your knowledge.

- d. To claims arising from acts, errors or omissions in the preparation of official “title” papers where you have received notice of a “suit” or claim prior to the effective date of this policy.
- e. To civil penalties, fines, assessments, or demands for injunctive or equitable relief.

3. Deductible

We will deduct \$1,000 from any amount payable for any one claim under this insurance. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved in each act, error or omission; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to affect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount we have paid.

E. COVERAGE H – REPAIR COST REIMBURSEMENT

1. Insuring Agreement

- a. Provided that you perform the repairs, we will reimburse you for your reasonable costs and expenses that you incur to repair “your product” or “your work” as the result of “property damage” to “your product” or “your work” if the “property damage” occurs:

- (1) Away from premises you own or rent,
- (2) Within the “coverage territory”, and
- (3) During the policy period; and

arises out of “your product” or “your work” after you have relinquished possession thereof to your customer.

- b. The amount we will pay is limited as described in paragraph E.3. **Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.

2. Exclusions

This insurance does not apply to:

- a. The total loss of equipment, or when there are no parts or materials actually replaced.
- b. Civil penalties, fines, assessments, or demands for injunctive or equitable relief.

3. Deductible

We will deduct \$1,000 from any amount payable as damages because of “property damage” resulting from “your product” or “your work”. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to affect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount we have paid.

F. COVERAGE I – TRUTH IN LENDING AND TRUTH IN LEASING ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay on your behalf all sums you legally must pay as damages because of acts, errors or omissions in failing to comply with:

(1) Section 130, Civil Liability, of Title 1 (Truth In Lending) of the Consumer Credit Protection Act (Public Law 90-321; 82 Stat. 146 et seq.); or

(2) any similar statute which applies to your civil liability.

We shall have the right and duty to defend any “suit” asking for such damages. We may, at our discretion, investigate and settle any claim or “suit”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.

- b. The amount we will pay is limited as described in **SECTION III – LIMITS OF INSURANCE**.

- c. This insurance applies to acts, errors or omissions arising out of your business only if the act, error or omission is made within the “coverage territory” and during the policy period.

2. Exclusion

This insurance does not apply to dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions. However, this exclusion does not apply to you if such acts, errors or omissions were committed by your “employees” (other than a partner, director, executive officer or stockholder) without your direction or your knowledge.

G. SUPPLEMENTARY PAYMENTS – EQUIPMENT DEALERS

The provisions of **Supplementary Payments – Coverages A and B** of **SECTION I**, also apply to **Coverages E, F, G and I** of this endorsement. Other provisions of **SECTION I** do not apply.

II. WHO IS AN INSURED

The following are added to Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

- d. **Coverages E, F, G and I** do not apply with respect to negligent acts, errors or omissions that occurred before you acquired or formed the organization.
- e. **Coverage D** does not apply to “consumer complaints” that were first made before you acquired or formed the organization.
- f. **Coverage H** does not apply to “property damage” that occurred before you acquired or formed the organization.

III. LIMITS OF INSURANCE

A. SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

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

a. Medical Expenses under **Coverage C**;

b. Damages under **Coverage A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;

c. Damages under **Coverage B**;

d. Damages under **Coverage E**;

e. Damages under **Coverage F**;

f. Damages under **Coverage G**; and

g. Damages under **Coverage I**.

2. Paragraph 3. is replaced with the following:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

a. Damages because of “bodily injury” and “property damage” included in the “products-completed operations hazard” under **Coverage A**; and

b. Damages because of “property damage” to “your work” or “your products” under **Coverage H**.

3. Paragraph 5 is replaced with the following:

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage A**, and
 - b. Medical Expenses under **Coverage C**,
because of all “bodily injury” and “property damage” arising out of any one “occurrence”; and:
 - c. Damages under **Coverage E**;
 - d. Damages under **Coverage F**;
 - e. Damages under **Coverage G**;
 - f. Reimbursements under **Coverage H**; and
 - g. Damages under **Coverage I**.
arising out of any one “occurrence”.

B. The following are added to **SECTION III – LIMITS OF INSURANCE**:

8. The most we will pay under **Coverage D – “Consumer Complaint” Protection** is \$25,000 for any one “suit”. Two or more plaintiffs with regard to the same sale, or any one product, service or repair of “your product” shall all be considered the same “suit”. Any settlement made by us will be included in the \$25,000 limit for any one “suit”. The aggregate amount we will pay for all “suits” arising out of insurance provided by **Coverage D** during any one policy period is \$250,000.
9. Subject to the Each Occurrence Limit of your policy, the most we will pay under **Coverage H – Repair Cost Reimbursement** in any one occurrence is 75 percent of the usual and customary parts and labor charges for the repairs or replacements that you perform. Subject to the Products-Completed Operations Aggregate Limit of your policy, the 75 percent any one occurrence limit set forth in this paragraph 9., and the Each Occurrence Limit of your policy, the total amount we will pay for all claims under **Coverage H – Repair Cost Reimbursement** during any one policy period is \$300,000.
10. For purposes of determining the Limits of Insurance for **Coverages E, F, G and I**, any loss based upon a series of negligent acts, errors and/or omissions will be deemed to have arisen when the first negligent act, error or omission of that series occurred.

IV. COMMERCIAL GENERAL LIABILITY CONDITIONS

With respect to **Coverage D – “Consumer Complaint” Protection** only, paragraph 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, does not apply.

V. DEFINITIONS

As used in this endorsement, the following are added to **SECTION V – DEFINITIONS**:

- A. “Consumer complaint” means any “suit” brought against you by or on behalf of your customer and arising out of the unsatisfactory sale, service or repair of “your product”.
- B. “Title” means a written documentation of ownership issued by governmental authority evidencing ownership of equipment.

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown in the Declarations.

SERFF Tracking Number: *HRLV-125795359* *State:* *Arkansas*
First Filing Company: *Harleysville Insurance Company, ...* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *GLKLG081508-1*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *GL*
Project Name/Number: *GL Product Standardization - initial/*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HRLV-125795359 State: Arkansas
First Filing Company: Harleysville Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: GLKLG081508-1
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: GL
Project Name/Number: GL Product Standardization - initial/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 09/18/2008

Comments:

Attachment:
NAIC 2007.pdf

Satisfied -Name: cover letter, exhibits A & B **Review Status:** Approved 09/18/2008

Comments:

Attachment:
AR GL forms initial .pdf

Property & Casualty Transmittal Document

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

3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Harleysville Insurance Company	PA	23582	41-0417250	
Harleysville Preferred Insurance Company	PA	35696	23-2384978	
Harleysville Worcester Insurance Company	PA	26182	04-1989660	

5. Company Tracking Number	125795359
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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
	Carol Zwoyer 355 Maple Avenue Harleysville, PA 19438	Senior State Filing Analyst	800-523-6344 ext. 5735	215-256-5678	czwoyer@harleysvillegroup.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Carol Zwoyer

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

9. Type of Insurance (TOI)	Commercial General Liability
10. Sub-Type of Insurance (Sub-TOI)	Commercial General Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 02-01-2009 Renewal: 07-01-2009

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
16.	Reference Organization (if applicable)		
17.	Reference Organization # & Title		
18.	Company's Date of Filing	8/29/08	
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed	<input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved
20.	This filing transmittal is part of Company Tracking #	125795359	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]		

Harleysville Preferred Insurance Company, Harleysville Insurance Company and Harleysville Worcester Insurance Company have been granted authority to transact business by the state of Arkansas. It is our intent to begin active operation February 1, 2009.

As a subscriber to ISO, we wish to use the ISO forms and endorsements in the Commercial Lines Manual, Division Six – Commercial General Liability filed on our behalf by said organization, subject to variations – please see attached Exhibit A.

Insurance Services Office advised that declarations were advisory and submitted to the states for information only; therefore, we wish to submit our Company declarations and our nonstandard forms which we wish to use in affording coverage (see Exhibit B).

Rule of Application: Applicable to all new business policies effective on or after February 1, 2009 and renewals effective on or after July 1, 2009.

Statistical Agent: Insurance Services Office, 545 Washington Blvd, Jersey City NJ 07310-1686

Your favorable consideration will be appreciated.

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 #: EFT Amount: 50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>			

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

HARLEYSVILLE INSURANCE

**355 Maple Avenue
Harleysville, PA 19438-2297
www.harleysvillegroup.com**

August 28, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

NAIC #: 23582, 35696, 26182
COMMERCIAL GENERAL LIABILITY
Form Filing
Company Filing Number: 125795359

Dear Honorable Bell

Harleysville Preferred Insurance Company, Harleysville Insurance Company and Harleysville Worcester Insurance Company have been granted authority to transact business by the state of Arkansas. It is our intent to begin active operation February 1, 2009.

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Statistical Agent: Insurance Services Office, 545 Washington Blvd, Jersey City NJ 07310-1686

Your favorable consideration will be appreciated.

Very truly yours,
**Harleysville Insurance Company
Harleysville Preferred Insurance Company
Harleysville Worcester Insurance Company**



Carol Zwoyer, AAM, AIT
Senior State Filing Analyst
(215) 256-5735
czwoyer@Harleysvillegroup.com

EXHIBIT A

CL-2001-OFR01
CL-2002-OTRFO
CL-2002-OTRFR
CL-2003-ORTFR
CL-2004-OTERP
CL-2004-OTIPC
CL-2006-OLOB1
CL-2006-OTF01
CL-2007-OTRL1
CL-98-098IS
GL-2000-OMF00
GL-2003-OFR03
GL-2004-OFGLA
GL-2004-OSIEF
GL-2006-OCTFR
GL-96-O96EN
GL-97-OY2KF
GL-97-097FR
GL-98-OY2KF
GL-99-099FO

Exhibit B

FORMS LISTING

Form Number	Edition Date	Form Title
CG-0710	12-06	Liquor Liability Coverage Part Declaration
CG-7009	12-06	Products/Completed Operations Liability Coverage Part Declarations
CG-7100	12-06	Spray Painting Property Damage Deductible Insurance
CG-7101	12-06	Mortician's and Funeral Director's Malpractice Liability Endorsement
CG-7102	12-06	Pastoral Counseling Professional Liability Endorsement
CG-7104	12-06	Fuel Oil Dealers Delivery Agreement Endorsement
CG-7105	12-06	Non-Pyramiding of Limits
CG-7108	12-01	Exclusion – Asbestos, Silica or Talc
CG-7149	09-01	Lead Liability Exclusion
CG-7178	09-96	Sewage Back-Up Property Damage Coverage
CG-7183	12-06	Cemetery Professional Liability Endorsement
CG-7185	07-08	Limited Pollution Coverage
CG-7186	09-04	General Liability Enhancement Endorsement
CG-7192	02-02	Limited Product Withdrawal Expense Endorsement
CG-7195	09-01	Exclusion – Year 2000 Computer-Related and Other Electronics Problems
CG-7220	12-01	Sewage Back Up Property Damage Liability Exclusion
CG-7226	12-06	Exclusion – Aircraft Products
CG-7228	12-06	Lost Key Coverage
CG-7244	09-04	General Liability Enhancement Endorsement Contractors
CG-7248	12-04	Exclusion – Unsolicited Faxes, Telephone Calls and Emails
CG-7249	12-04	Other Insurance Amendment
CG-7253	03-05	Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization
CG-7254	03-05	Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement with You
CG-7255	03-05	Additional Insured – Owners, Lessees or Contractors – Completed Operations
CG-7256	03-05	Additional Insured – Owners, Lessees or Contractors
CG-7257	03-05	Amendment of Insured Contract Definition
CG-7258	03-05	Exclusion – Products-Completed Operations Hazard
CG-7259	03-05	Exclusion – Residential Multi-Unit Construction Defect
CG-7261	08-05	Exclusion – Methyl Tertiary Butyl Ether (MTBE)
CG-7262	08-08	Exclusion – Tobacco Health Hazards
CG-7263	08-05	Additional Insured – Owners, Lessees or Contractors – Completed Operations – Automatic Status When Required in Construction Agreement with You
CG-7264	08-05	Printers Errors and Omissions Liability
CG-7273	12-06	Voluntary Property Damage Endorsement
CG-7274	11-06	Commercial General Liability Coverage Part
CG-7275	11-06	Commercial General Liability Coverage Part Supplemental Schedule
CG-7282	03-07	Equipment Dealers GL Enhancement endorsement

CG-7299	09-08	Church Liability Enhancement Endorsement
CG-7300	09-08	Abuse and Molestation Liability
GU-7000	03-08	Commercial Lines Common Policy Declaration
GU-7001	07-08	Policy Change Document
GU-7002	11-06	Additional Insured Schedule
GU-7003	11-06	Additional Interest Schedule
GU-7004	11-06	Form Schedule
GU-7005	11-06	Location Schedule
GU-7008	11-06	Named Insured Schedule
GU-7009	11-06	Policyholder Notice Schedule
GU-7013	11-06	Declarations Page Extension
GU-7015	11-06	Fee-Surcharge Schedule
IL-7115	06-00	Exclusion – Exterior Insulation and Finish Systems (EIFS)
MANU-1	07-04	Manuscript Endorsement
MANU-2	07-04	Manuscript Endorsement
PD-0706	12-06	Owners and Contractors Protection Liability Policy Declarations
PD-0707	12-06	Railroad Protection Liability Protection
PJ-0003	02-05	Policy Jacket – Harleysville Worcester Insurance Company
PJ-0004	02-05	Policy Jacket – Harleysville Preferred Insurance Company
PJ-0023	02-05	Policy Jacket – Harleysville Insurance Company