

SERFF Tracking Number: UNON-125796469 State: Arkansas  
 First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10034619 \$50  
 Company Tracking Number: 08-GL-FM-74  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: 2008 GL FormRule Filing  
 Project Name/Number: 10-08 NM GL FormRule Filing/

## Filing at a Glance

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

Product Name: 2008 GL FormRule Filing

SERFF Tr Num: UNON-125796469 State: Arkansas

TOI: 17.0 Other Liability - Claims  
 Made/Occurrence

SERFF Status: Closed

State Tr Num: #10034619 \$50

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 08-GL-FM-74

State Status: Fees verified and  
 received

Filing Type: Form

Co Status:

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

Authors: Frances Linker, Tamara  
 Manuel

Disposition Date: 09/09/2008

Date Submitted: 08/29/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: 10-08 NM GL FormRule Filing

Status of Filing in Domicile:

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 09/09/2008

State Status Changed: 09/09/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Continental Western Insurance Company, Union Insurance Company and Acadia Insurance Company wish to file a General Liability "Fire/EMS-PAK" Program to be effective October 1, 2008. The Program's rules and forms are contained in the enclosed packet and apply to Volunteer Fire Departments in Arkansas. For additional coverages and/or exclusions the Program uses the ISO forms/rules/loss costs and our filed Company Exception Pages.

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The Companies propose to adopt the following company endorsements for use with this program:

CL IL 01 07 08 08 Arkansas Changes – Fire/EMS Pak  
CL CG 01 37 07 08 Arkansas Governmental Liability Amendatory Endorsement  
CL CG 00 19 03 06 Fire/EMS Pak General Liability Coverage Endorsement  
CL CG 00 14 03 06 Fire/EMS-Pak Management Liability Coverage Form  
CL CG 00 15 03 06 Fire/EMS-Pak Management Liability Prior Acts Endorsement  
CL CG 00 16 03 06 Fire/EMS-Pak Employment Practices Liability Coverage Form  
CL CG 00 17 03 06 Fire/EMS-Pak Employment Practices Liability Prior Acts Endorsement  
CL CG 00 18 03 06 Fire/EMS-Pak Special Events/Fundraisers Coverage Endorsement  
CL IL 99 07 03 06 Junior Firefighter/Junior Cadet/Minor Exclusion Endorsement  
CL CG 01 20 03 06 Amendatory Endorsement – Outside Directorship  
CL CG 21 48 03 06 Fire/EMS-Pak Fellow Employee Exclusion Endorsement

We are also enclosing a copy of our revised company rules. The only changes to our currently filed Company General Liability Exceptions are the ones attached to this filing.

The “Fire/EMS-PAK” is being filed as an additional component to our current General Liability filings. The Fire/EMS-PAK program is a program specifically designed to meet the specialized needs of volunteer/partial paid fire departments, and volunteer/not for profit EMS organizations. It features many advantages over typical insurance coverages, including extremely competitive premiums.

This program is available to all volunteer fire departments, partial paid departments, volunteer EMS organizations, and not for profit EMS operations. The Program could be written either monoline or part of a package.

As we are filing via SERFF, our check for \$50.00 for the filing fee will be mailed shortly.

If you have any questions, please call me at 800-444-0049, extension 2843. My fax number is 972-719-2348 or my email address is tmanuel@usic.com

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## Company and Contact

### Filing Contact Information

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

### Filing Company Information

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

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

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

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Acadia Insurance Company	\$0.00		
Continental Western Insurance Company	\$0.00		

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Union Insurance Company \$0.00

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CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0010034619	\$50.00	08/28/2008

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## Correspondence Summary

### Dispositions

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

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## Disposition

Disposition Date: 09/09/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: Forms - Approved; Rates/Rules accepted for informational purposes only - exempt through de-regulation.

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Arkansas Changes -Fire/EMS-Pak	Approved	Yes
Form	Arkansas Governmental Liability Amendatory Endorsement	Approved	Yes
Form	Fire/EMS Pak General Liability Coverage Endorsement	Approved	Yes
Form	Fire/EMS-Pak Management Liability Coverage Form	Approved	Yes
Form	Fire/EMS Pak Management Liability Prior Acts Endorsement	Approved	Yes
Form	Fire/EMS-Pak Employment Practices Liability Coverage Form	Approved	Yes
Form	Fire/EMS-Pak Employment Practices Liability Prior Acts Endorsement	Approved	Yes
Form	Fire/EMS-Pak Special Events/Fundraisers Coverage Endorsement	Approved	Yes
Form	Junior Firefighter/Junior Cadet/Minor Exclusion Endorsement	Approved	Yes
Form	Amendatory Endorsement - Outside Directorship	Approved	Yes
Form	Fire/EMS-Pak Fellow Employee Exclusion Endorsement	Approved	Yes
Rate	AR-GL Rule Exception	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Arkansas Changes - Fire/EMS-Pak	CL IL 01 07	08 08	Endorsement/Amendment/Conditions	New		CL IL 01 07 08 08.pdf
Approved	Arkansas Governmental Liability Amendatory Endorsement	CL CG 01 37	07 08	Endorsement/Amendment/Conditions	New		CL CG 01 37 07 08.pdf
Approved	Fire/EMS Pak General Liability Coverage Endorsement	CL CG 00 19	03 06	Endorsement/Amendment/Conditions	New		CL CG 00 19 03 06.PDF
Approved	Fire/EMS-Pak Management Liability Coverage Form	CL CG 00 14	03 06	Endorsement/Amendment/Conditions	New		CL CG 00 14 03 06.pdf
Approved	Fire/EMS Pak Management Liability Prior Acts Endorsement	CL CG 00 15	03 06	Endorsement/Amendment/Conditions	New		CL CG 00 15 03 06.pdf
Approved	Fire/EMS-Pak Employment Practices Liability Coverage Form	CL CG 00 16	03 06	Endorsement/Amendment/Conditions	New		CL CG 00 16 03 06.pdf
Approved	Fire/EMS-Pak Employment Practices Liability Prior Acts Endorsement	CL CG 00 17	03 06	Endorsement/Amendment/Conditions	New		CL CG 00 17 03 06.pdf
Approved	Fire/EMS-Pak Special Events/Fundraise	CL CG 00 18	03 06	Endorsement/Amendment/Conditions	New		CL CG 00 18 03 06.PDF

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	rs Coverage		ons	
	Endorsement			
Approved	Junior	CL IL 99 03 06	Endorseme New	CL IL 99 07
	Firefighter/Junior	07	nt/Amendm	03 06.pdf
	Cadet/Minor		ent/Condi	
	Exclusion		ons	
	Endorsement			
Approved	Amendatory	CL CG 01 03 06	Endorseme New	CL CG 01 20
	Endorsement -	20	nt/Amendm	03 06.pdf
	Outside		ent/Condi	
	Directorship		ons	
Approved	Fire/EMS-Pak	CL CG 21 03 06	Endorseme New	CL CG 21 48
	Fellow Employee	48	nt/Amendm	03 06.pdf
	Exclusion		ent/Condi	
	Endorsement		ons	



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

## **ARKANSAS CHANGES - FIRE/EMS-PAK**

This endorsement modifies insurance provided under the following:

FIRE/EMS-PAK MANAGEMENT LIABILITY COVERAGE PART  
FIRE/EMS-PAK EMPLOYMENT PRACTICES LIABILITY COVERAGE PART

- A.** Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:
- 5.a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
  - b.** We will refund the pro rata unearned premium if the policy is:
    - (1)** Cancelled by us or at our request;
    - (2)** Cancelled but rewritten with us or in our company group;
    - (3)** Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
    - (4)** Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
  - c.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
  - d.** The cancellation will be effective even if we have not made or offered a refund.
  - e.** If the first Named Insured cancels the policy, we will retain no less than \$ 100 of the premium, subject to the following:
 

We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
- B.** The following is added to the Cancellation Common Policy Condition:
- 7.Cancellation Of Policies In Effect More Than 60 days**
- a.** If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
    - (1)** Nonpayment of premium;
    - (2)** Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
    - (3)** The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
    - (4)** Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
    - (5)** Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
    - (6)** A material violation of a material provision of the policy.
  - b.** Subject to Paragraph **7.c.**, if we cancel for:
    - (1)** Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured named in the policy at least 10 days before the effective date of cancellation.
    - (2)** Any other reason, we will mail or deliver notice of cancellation to the first Named Insured in the policy at least 20 days before the effective date of cancellation.
- C.** The following condition is added and supersedes any provision to the contrary:

## NONRENEWAL

1. If we elect not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 before:
  - a. Its expiration date; or
  - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

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

## **ARKANSAS GOVERNMENTAL LIABILITY AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** It is both your and our understanding that you wish to fully invoke and take advantage of all immunities you and/or any other insured has or has been granted against liabilities, including, without implied limitation, immunities which would be waived by the purchase of insurance.
- B.** This insurance does not include coverage for any liability or suit for damages which is barred by the doctrines of sovereign immunity or governmental immunity, as set forth in **Arkansas Code, Title 21 et seq** or **Arkansas Code, Title 16 et seq.**
- C.** This policy is not intended to act as, nor is it a waiver, of any defense or limitation of damages, which is available to an insured by statute or at common law.
- D.** For any suit or claim for damages not within the scope of **Arkansas Code, Title 21 et seq** or **Arkansas Code, Title 16 et seq** the Limits of Liability apply as shown on the Declarations page of this policy.

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

## **FIRE/EMS PAK GENERAL LIABILITY COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. THE FOLLOWING CHANGES ARE MADE TO SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

1. Paragraph **1.a.** of the Insuring Agreement is amended to include:

Those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" due to providing or failing to provide emergency medical services to others.

2. Paragraph **a.** of **2. Exclusions** is deleted and replaced with the following:

**a. Expected or Intended Injury**

"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 or during an emergency response incident.

3. The following is added under **2. Exclusions, f. Pollution, (1)(d):**

**(iv)** "Bodily injury" or "property damage" from operations which are necessary or incidental to the performance of Emergency Response services or training exercises.

4. Paragraph **g.** of **2. Exclusions** is deleted and replaced with the following:

**g. Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1)** A watercraft, except when it's being used to carry persons or property for a charge;
- (2)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (3)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft;
- (4)** "Bodily injury" or "property damage" arising out of:
  - (a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b)** The operation of any of the machinery or equipment listed in paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".
- (5)** Contingent liability for use of an aircraft during an emergency response, as long as the aircraft is not owned or operated by or rented or loaned to any insured.

5. The following is added under **2. Exclusions, j. Damage To Property:**

Paragraphs (5) and (6) do not apply to "property damage" resulting from the performance of Emergency Response Services.

6. The following is added under **2. Exclusions: Special Events/Fundraisers**

This insurance does not apply to "bodily injury" or "property damage":

- (1) To any person while participating in any sports or athletic contest or exhibition that you sponsor; or
- (2) Arising out of your control; sponsorship or supervision of; aircraft events; archery contests; animal rides; bungee jumps; carnivals; circuses; concerts; fairs; festivals; fireworks displays or exhibitions; haunted houses; horse pulls; hot air balloon rides; ice bowling; lumberjack contests; mechanically operated amusement devices; motorized vehicle events; rodeos; shooting (live ammunition) contests; skydiving exhibitions; or watercraft events.

Paragraph (2) of this exclusion does not apply to those events or activities which are specifically endorsed onto this policy and a premium has been charged.

**Cross "Suits"**

If there is more than one entity or one organization insured under this coverage form, this coverage form does not apply to any injury or damage, sustained by an insured entity or organization if such injury or damage arises out of the activities of any other insured entity or organization.

**B. THE FOLLOWING CHANGES ARE MADE TO SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:**

1. The following is added to paragraph n. **Pollution-Related:**

Subparagraph (2) does not apply to "bodily injury" or "property damage" from operations which are necessary or incidental to the performance of Emergency Response services or training exercises.

2. The following exclusion is added:

**Cross "Suits"**

If there is more than one entity or one organization insured under this coverage form, this coverage form does not apply to any injury or damage, sustained by an insured entity or organization if such injury or damage arises out of the activities of any other insured entity or organization.

**C. THE FOLLOWING CHANGES ARE MADE TO SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph 1.e. is deleted and replaced with the following:

All costs taxed against the insured in the "suit", except that such costs shall not include plaintiff's attorney's fees awarded under United States Code, Title 42, Section 1988, or under any other state or federal statute, rule, or regulation.

2. The following is added under paragraph 1.:

Up to \$ 5,000 for "defense expense" to defend against an action for "injunctive relief" arising out of an "occurrence" or offense to which this insurance applies. We have no obligation to provide the defense for any action for "injunctive relief". All actions based on or arising out of the same "occurrence" or offense shall be considered one action for "injunctive relief" regardless of the number of: insureds; plaintiffs; demands asserted; or injunctions, temporary restraining orders or prohibitive writs.

**D. SECTION II – WHO IS AN INSURED IS DELETED AND REPLACED BY THE FOLLOWING:**

1. If you are designated in the Declarations as an Emergency Response Organization you are an insured, but only with respect to the conduct of your operations as an Emergency Response Organization.

Your Trustees, Directors and Board Members are also insureds, but only with respect to their duties for your Emergency Response Organization.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", but only for acts within the scope of their employment by you, while performing duties related to the conduct of your

business or while acting as a "Good Samaritan". However, none of these "employees" or "volunteer workers" are insured for "property damage" to property:

- (1) Owned, occupied or used by,
  - (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers" or any Trustee, Director or Board Member.
- b. Your medical director, but only for acts arising out of performing or failing to perform "administrative duties" for you. Any physician medical director or any other physician "employee" is not an insured for damage or injury arising out of providing or failing to provide direct or on-line medical direction or medical command via telecommunications to emergency medical personnel.
  - c. Any person (other than your "employee"), or any organization while acting as your real estate manager.
  - d. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
    - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;
    - c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization; and

No person or organization is an insured with respect to the conduct of any current or past organization that is not shown as a Named Insured in the Declarations.

**E. THE FOLLOWING CHANGES ARE MADE TO SECTION III – LIMITS OF INSURANCE:**

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

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"; and
- c. Damages under Coverage B.

For each named insured shown in the Declarations and for each location owned by or rented to you.

2. Paragraph 3 is deleted and replaced by the following:

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" for each named insured shown in the Declarations.

**F. THE FOLLOWING CHANGES ARE MADE TO SECTION V – DEFINITIONS:**

1. Paragraph 5. "Employee" is deleted and replaced with:

"Employee" includes a "leased worker", a "volunteer worker" or a "temporary worker".

2. Paragraph 12.b. under "Mobile Equipment" is deleted and replaced with:

Vehicles maintained for use solely on or next to premises you own or rent. However, any vehicle that you own or lease that is designed for travel on public roads shall be deemed an "auto" and not "mobile equipment" if the sole reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you;

3. Paragraph 13. "Occurrence" is deleted and replaced with:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. "Occurrence" also means a medical incident arising out of providing or

failing to provide emergency medical services to others.

4. The following has been added to paragraph 14. **“personal and advertising injury”**:

h. Violation of the Civil or Constitutional Rights of any person which creates a cause of action for damages by or on behalf of any such person under any one or more of the following Civil Rights statutes:

- (1) United States Code, Title 42, Section 1981;
- (2) United States Code, Title 42, Section 1982;
- (3) United States Code, Title 42, Section 1983;

(4) United States Code, Title 42, Section 1985; or

(5) United States Code, Title 42, Section 1986; or

i. Assault and battery committed for the purpose of preventing or eliminating danger during an emergency response incident.

5. The following definition is added:

**“Injunctive relief”** means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by an insured.

# FIRE/EMS-PAK MANAGEMENT LIABILITY COVERAGE FORM

Policy Number:    \_\_\_ \_\_\_\_\_ - \_\_\_

Named Insured:    \_\_\_\_\_

Effective Date:    \_\_\_\_\_

Premium for this coverage form:    \$ \_\_\_\_\_

## LIMITS OF INSURANCE

- A.    \$ \_\_\_\_\_    Each Occurrence
- \$ \_\_\_\_\_    Policy Aggregate

**B.    Forms and Endorsements Applicable to This Coverage Part Only:**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

## SECTION I - COVERAGES

### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for a "wrongful act" to which the insurance does not apply. We may, at our discretion, investigate any "occurrence" or offense 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 end 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 **SUPPLEMENTARY PAYMENTS**.
- b. This insurance applies to a "wrongful act" only if:
  - (1) The "wrongful act" is caused by an "occurrence" or offense that takes place in the "coverage territory"; and
  - (2) The "wrongful act" occurs during the policy period.

### 2. Exclusions

This insurance does not apply to:

- a. An insured's liability arising out of any dishonest, fraudulent, criminal or malicious act. However, this exclusion does not affect our duty to defend an insured prior to determining, through the appropriate legal process, that the insured is responsible for said dishonest, fraudulent, criminal or malicious act.
- b. Injury to, destruction or disappearance of money or securities.
- c. "Bodily injury", "property damage", "personal injury" or "advertising injury."
- d. Any obligation of the insured under a Workers' Compensation, disability benefits or unemployment compensation law or any similar law.
- e. Claims arising out of failure to effect or maintain proper insurance or bonds; or comply with the provisions of insurance contracts or bonds. However, this exclusion does not apply to the "administration" of "employee benefit plans".
- f. Liability for any loss caused intentionally by or at the direction of the insured.
- g. Claims arising out of the performance of or failure to perform professional services including accounting, architectural, engineering, legal or medical services.
- h. Liability assumed by you under any contract or agreement. However, this exclusion does not apply to a "defined contract" between you and any other unit of local government which provides for mutual aid for emergency response services.
- i. Loss arising out of any insufficiency of funds to meet any obligations under any "employee benefit plans".
- j. Any claim or "suit" based upon:
  - (1) Failure of any investment to perform as represented by any insured; or
  - (2) Advice given to any person to participate in any "employee benefit plans"; or
  - (3) The investment or non-investment of funds.

- k. Any claim or "suit" based upon, arising out of, relating to directly or indirectly from or in consequence of, or in any way involving any "wrongful acts" of the individual insureds serving in their capacity as Fiduciaries.

**SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. 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 \$250 a day because of time off from work.
3. All costs taxed against the insured in the "suit", except that such costs shall not include plaintiff's attorney's fees awarded under United States Code, Title 42, Section 1988, or under any other state or federal statute, rule, or regulation.
4. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
5. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
6. Up to \$ 5,000 for "defense expense" to defend against an action for "injunctive relief" arising out of an "occurrence" or offense to which this insurance applies. We have no obligation to provide the defense for any action for "injunctive relief". All actions based on or arising out of the same "occurrence" or offense shall be considered one action for "injunctive relief" regardless of the number of: insureds; plaintiffs; demands asserted; or injunctions, temporary restraining orders or prohibitive writs.

These payments will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as an Emergency Response Organization you are an insured, but only with respect to the conduct of your operations as an Emergency Response Organization.  
Your Trustees, Directors and Board Members are also insureds, but only with respect to their duties for your Emergency Response Organization.
2. Each of the following is also an insured:
  - a. Your volunteer workers only while performing

duties related to the conduct of your business, or your "employees", but only for acts within the scope of their employment by you, while performing duties related to the conduct of your business or while acting as a "Good Samaritan". However, none of these "employees" or volunteer workers are insured for "property damage" to property:

- (1) Owned, occupied or used by,
- (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
you, any of your "employees", volunteer workers or any Trustee, Director or Board Member.

- b. Your medical director, but only for acts arising out of performing or failing to perform "administrative duties" for you. Any physician medical director or any other physician "employee" is not an insured for damage or injury arising out of providing or failing to provide direct or on-line medical direction or medical command via telecommunications to emergency medical personnel.
- c. Any person (other than your "employee"), or any organization while acting as your real estate manager.
- d. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- e. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - b. Coverage does not apply to any "wrongful act" arising out of an "occurrence" or offense committed before you acquired or formed the organization.

No person or organization is an insured with respect

to the conduct of any current or past organization that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limit of Insurance shown in the Declarations 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, organizations or government agencies making claims or bringing "suits".
2. The Policy Aggregate Limit is the most we will pay for damages because of all "wrongful acts".
3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for damages because of all "wrongful acts" arising out of any one "occurrence".

The Limit of Insurance of this Coverage Part 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 Limit of Insurance.

### SECTION IV – MANAGEMENT LIABILITY CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

#### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- 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 injury or damage 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.

#### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary. We will not seek contribution from any other insurance available to you or the involved insured unless the other insurance is specifically designed to provide coverage because of liability arising out of an "occurrence". Then we will share with that other insurance by the method described 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 of all insurers.

#### **5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### **6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### **SECTION V - DEFINITIONS**

1. "**Administration**" means such of the following as you have authorized:
  - a. Giving counsel to your "employees" or their dependents and beneficiaries, with respect to interpreting the scope of your "employee benefit plans" or their eligibility to participate in such plans;
  - b. Handling such records in connection with "employee benefit plans"; or
  - c. Starting or stopping any "employee's" participation in your "employee benefit plans".
2. "**Administrative Duties**" means establishing medical protocol, creating medical training curriculum, providing medical training and conducting medical quality assurance programs, and carrying out similar duties: however, "administrative duties" does not include: (1) providing or failing to provide on-line medical direction via telecommunications to medical and emergency personnel; or (2) providing or failing to provide professional health care services to individuals or groups of patients.
3. "**Advertising Injury**" means injury arising out of one or more of the following offenses:
  - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - b. Oral or written publication of material that violates a person's right of privacy;
  - c. Misappropriation of advertising ideas or style of doing business; or
  - d. Infringement of copyright, title or slogan.

4. **"Auto"** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
5. **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
6. **"Coverage Territory"** means:
- The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above; or
  - All parts of the world if:
    - The injury or damage arises out of:
      - Goods or products made or sold by you in the territory described in **a.** above; or
      - The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; and
    - The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement we agree to.
7. **"Defense expense"** means fees or expenses incurred by the "insured" for legal fees charged by the insured's attorney; court costs; expert witnesses; and the cost of court bonds, but we do not furnish these bonds. "Defense expense" does not include any salaries, charges or fees for any "insured", insured's "employees" or former "employees" or any expenses other than those previously stated.
8. **"Employee"** includes a "leased worker", a volunteer worker and a "temporary worker".
9. **"Employee benefit plans"** means a formal program or programs of "employee" benefits maintained in connection with your business or operations, such as but not limited to, Group Life Insurance, Group Accident or Health Insurance, Pension Plans, "Employee" Stock Subscription Plans, provided that no one other than an "employee" may subscribe to such insurance or plans; and unemployment insurance, social security benefits, workers' compensation and disability benefits.
10. **"Good Samaritan"** means any individual while acting as a private citizen, when not acting on behalf of the named insured, and is neither affiliated with, nor otherwise acting on behalf of any other person, group, organization or employer.
11. **"Injunctive relief"** means equitable relief sought through the demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitive writ against, or order for specific performance by an insured.
12. **"Leased Worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
18. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. "Occurrence" also means a medical incident arising out of providing or failing to provide emergency medical services to others.
19. **"Personal Injury"** means injury, other than "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
  - Malicious prosecution;
  - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
  - Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - Oral or written publication of material that violates a person's right of privacy;
  - Violation of the Civil or Constitutional Rights of any person which creates a cause of action for damages by or on behalf of any such person under any one or more of the following Civil Rights statutes:
    - United States Code, Title 42, Section 1981;
    - United States Code, Title 42, Section 1982;
    - United States Code, Title 42, Section 1983;
    - United States Code, Title 42, Section 1985; or
    - United States Code, Title 42, Section 1986; or
  - Assault and battery committed for the purpose of preventing or eliminating danger during an

emergency response incident.

**20. "Property Damage"** means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

**21. "Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury", "advertising injury" or a "wrongful act" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**22. "Temporary Worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal short-term workload conditions.

**23. "Wrongful Act"** means an actual or alleged:

- a. Negligent act;
- b. Error or omission; or
- c. Breach of duty;

by an insured while acting within the scope of his or her duties for the Named Insured, including the "administration" of any "employee benefit plans".

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

## **FIRE/EMS-PAK MANAGEMENT LIABILITY PRIOR ACTS ENDORSEMENT**

This endorsement modifies insurance under the following:

FIRE/EMS-PAK MANAGEMENT LIABILITY COVERAGE FORM

**Management Liability** is amended as follows:

**1. Insuring Agreement**, add the following:

In consideration of the additional premium paid, we will extend this insurance to cover "wrongful acts" which occurred prior to the inception date of this endorsement.

Such "wrongful act" must:

- (a)** have occurred in the "coverage territory",
- (b)** be a covered "wrongful act" under our current Management Liability coverage and
- (c)** be reported to us during the current policy term or any subsequent, continuous renewal of our Management Liability coverage.

**2. Exclusions**, add the following:

If, on the inception date of this endorsement, any insured;

- (a)** had knowledge of a "wrongful act" claim, or
- (b)** had knowledge of an incident that may reasonably result in a "wrongful act" claim,

then such claim and/or incident is not covered by this endorsement.

**3. Limit of Liability**

It is hereby agreed and understood that during the reporting period, the limit of liability for this prior acts coverage will not change from the original limit of liability at the inception date of this endorsement.

# FIRE/EMS-PAK EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

Policy Number: \_\_\_\_\_ - \_\_\_\_\_

Named Insured: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Premium for this coverage form: \$ \_\_\_\_\_

A. Limit of Insurance \$ \_\_\_\_\_

Deductible Amount \$ \_\_\_\_\_

**B. Forms and Endorsements Applicable to This Coverage Part Only:**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this coverage form the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VI – Definitions.

## **SECTION I – EMPLOYMENT PRACTICES LIABILITY COVERAGE**

### **A. Insuring Agreement**

1. We will pay those sums the insured becomes legally obligated to pay as damages resulting from an "injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages because of an "injury" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in "injury". We may, with your written consent, settle any "claim" that may result. But:
  - a. The amount we will pay for damages and "defense expenses" is limited as described in Section III – Limit Of Insurance and in Section IV – Deductible;
  - b. The coverage and duty to defend provided by this policy will end when we have used up the applicable limit of insurance for "defense expenses" or the payment of judgments or settlements.No other obligation or liability to pay sums, such as civil or criminal fines, imposed on you or any other insured, or to perform acts or services is covered unless explicitly provided for under Supplementary Payments.
2. This insurance applies to "injury" only if:
  - a. The "injury" arises out of an offense that takes place in the "coverage territory"; or
  - b. The "injury" arises out of an offense that first occurs during the policy period.
3. All occurrences arising out of an "injury" to the same person, including damages claimed by any person for care, loss of services or death resulting at any time from the "injury", will be deemed to have occurred at the time of the first such occurrence, regardless of the number of subsequent occurrences.

## **B. Exclusions**

This insurance does not apply to:

### **1. Criminal, Fraudulent Or Malicious Acts**

An insured's liability arising out of criminal, fraudulent or malicious acts or omissions by that insured.

This exclusion does not affect our duty to defend, in accordance with Paragraph A.1. above, an insured prior to determining, through the appropriate legal process, that that insured is responsible for a criminal, fraudulent or malicious act or omission.

### **2. Contractual Liability**

"Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### **3. Workers Compensation And Similar Laws**

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

### **4. Violation Of Laws Applicable To Employers**

A violation of your responsibilities or duties required by any other federal, state or local statutes, rules or regulations, and any rules or regulations promulgated therefor or amendments thereto, except for the following: Title VII of the Civil Rights Act of 1964 and amendments thereto, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Equal Pay Act, the Pregnancy Discrimination Act of 1978, the Immigration Reform Control Act of 1986 and the Family and Medical Leave Act of 1993 or any other similar state or local statutes, rules or regulations to the extent that they prescribe responsibilities or duties concerning the same acts or omissions.

However, this insurance does not apply to "injury" arising out of your failure to comply with any of the accommodations for the disabled required of you by, or any expenses incurred as the result of physical modifications made to accommodate any person pursuant to, the Americans With Disabilities Act, or any amendments thereto, or any similar state or local statutes, rules or regulations to the extent that they prescribe responsibilities or duties concerning the same acts or omissions.

This Exclusion 4. does not apply to any claim for retaliatory treatment by an insured against any person making a claim pursuant to such person's rights under any statutes, rules or regulations.

### C. Supplementary Payments

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
2. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limit of insurance nor be subject to Section IV – Deductible.

### SECTION II – WHO IS AN INSURED

- A. If you are designated in the Declarations as an Emergency Response Organization you are an insured.
- B. Each of the following is also an insured:
  1. Your Trustees, Directors and Board Members.
  2. Your "volunteer workers".
  3. Your "employees".
  4. Your medical director, but only for acts arising out of performing or failing to perform "administrative duties" for you. Any physician medical director or any other physician "employee" is not an insured for damage or injury arising out of providing or failing to provide direct or on-line medical direction or medical command via telecommunications to emergency medical personnel.
- C. Any organization you newly acquire or form, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision:
  1. Is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  2. Does not apply to an offense committed before you acquired or formed the organization;No person or organization is an insured with respect to the conduct of any current or past organization that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMIT OF INSURANCE

- A. The Limit of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought; or
3. Persons, organizations or government agencies making claims or bringing "suits".

- B. The Limit of Insurance is the most we will pay for damages from all judgements or settlements.

The Limit of Insurance of this Coverage Part 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 Limit of Insurance.

### SECTION IV – DEDUCTIBLE

- A. We will not pay for our share of damages until the amount of damages exceeds the Deductible shown in the Declarations. We will then pay the amount of damages in excess of the Deductible, up to the limit of insurance.
- B. The Deductible amount shown in the Declarations applies to all claims arising out of:
  1. The same "injury"; or
  2. A series of incidents, circumstances or behaviors which arise from a common causeregardless of the number of persons, organizations or government agencies making such claims.
- C. We may pay any part or all of the deductible amount to effect settlement of any claim 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.

### SECTION V – CONDITIONS

#### A. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

#### B. Consent To Settle

If we recommend a settlement to you which is acceptable to the claimant, but to which you do not consent, the most we will pay as damages in the event of any later settlement or judgment is the amount for which the "claim" could have been settled, to which you did not give consent, less any deductible

#### C. Duties In The Event Of A Claim Or An Incident That May Result In "Injury"

1. If a claim is received by any insured, you must:
  - a. Immediately record the specifics of the claim and the date received; and
  - b. Notify us, in writing, as soon as practicable.
2. You and any other involved insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim;
- b. Authorize us to obtain records and other information; and
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- d. 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 "injury" or damage to which this insurance may also apply.

- 3. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.
- 4. If you have knowledge of an incident which may result in "injury" and for which a claim has not yet been received, you must notify us, in writing, as soon as practicable. Notice of an incident is not notice of a claim.

**D. Legal Action Against Us**

No person or organization has a right under this policy:

- 1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- 2. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

We will also not be liable for the insured's share of any payment due because of a settlement or judgment for which the insured is responsible under Section IV – Deductible.

**E. Other Insurance**

If other valid and collectible insurance is available to the insured, our obligations are limited as follows:

**1. Primary Insurance**

This insurance is primary. We will not seek contribution from any other insurance available to you or the involved insured unless the other insurance is specifically designed to provide coverage because of liability arising out of an "injury". Then we will share with that other insurance by the method described below.

**2. 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 of all insurers.

The method chosen for the handling of other valid insurance will not affect your responsibility to share with us as specified under Section IV – Deductible.

**F. Representations**

By accepting this policy, you agree that:

- 1. The statements in the Declarations are accurate and complete;
- 2. Those statements are based upon representations you made to us; and
- 3. We have issued this policy in reliance upon your representations.

**G. Separation Of Insureds**

Except with respect to the Limit of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- 1. As if each Named Insured were the only Named Insured; and
- 2. Separately to each insured against whom a claim is made.

**H. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**I. If You Are Permitted To Select Defense Counsel**

If, by mutual agreement or court order, the insured is given the right to select defense counsel and the Limit of Insurance has not been used up, the following provisions apply:

- 1. We retain the right, at our discretion, to:
  - a. Settle, approve or disapprove the settlement of any claim; and
  - b. Appeal any judgment, award or ruling at our expense.
- 2. You and any other involved insured must:

- a. Continue to comply with **Section V – Paragraph C., Duties In The Event Of A Claim Or An Incident That May Result In "Injury" Condition** as well as the other provisions of this policy; and
- b. Direct defense counsel of the insured to:
  - (1) Furnish us with the information we may request to evaluate those "suits" for coverage under this policy; and
  - (2) Cooperate with any counsel we may select to monitor or associate in the defense of those "suits".
- 3. If we defend you under a reservation of rights, both your and our counsel will be required to maintain records pertinent to your "defense expenses". These records will be used to determine the allocation of any "defense expenses" for which you may be solely responsible, including defense of an allegation not covered by this insurance.

**J. Transfer Of Duties When Limit Of Insurance Is Used Up**

- 1. If we conclude that, based on claims which have been reported to us and to which this insurance may apply, the limit of insurance is likely to be used up in the payment of judgments or settlements for damages or the payment of "defense expenses", we will notify the first Named Insured, in writing, to that effect.
- 2. When the limit of insurance has actually been used up in the payment of judgments or settlements for damages or the payment of "defense expenses", we will:
  - a. Notify the first Named Insured in writing, as soon as practicable, that such a limit has actually been used up and that our duty to defend the insured against "suits" seeking damages subject to that limit has also ended;
  - b. Initiate, and cooperate in, the transfer of control, to any appropriate insured, of all "suits" for which the duty to defend has ended for the reason described in Paragraph **2.a.** above and which are reported to us before that duty to defend ended; and
  - c. Take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.
- 3. When **2.a.** above has occurred, the first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must:

- a. Cooperate in the transfer of control of "suits"; and
- b. Arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.
- 4. We will take no action with respect to defense for any claim if such claim is reported to us after the applicable limit of insurance has been used up. It becomes the responsibility of the first Named Insured, and any other insured involved in such a claim, to arrange defense for such claim.
- 5. The first Named Insured will reimburse us as soon as practicable for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph **2.** above.
- 6. The exhaustion of the applicable limit of insurance and the resulting end of our duty to defend will not be affected by our failure to comply with any of the provisions of this Condition.

**SECTION VI – DEFINITIONS**

**A. "Coverage territory" means:**

- 1. The United States of America (including its territories or possessions) and Puerto Rico; or
- 2. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the territory described in Paragraph **1.** above or in a settlement we agree to.

**B. "Defense expenses" means payments allocated to a specific claim we investigate, settle or defend, for its investigation, settlement or defense, including:**

- 1. Fees and salaries of attorneys and paralegals we retain, including attorneys and paralegals who are our "employees".
- 2. Fees of attorneys the insured retains when, by our mutual agreement or court order (or when required by administrative hearing or proceeding), the insured is given the right to retain defense counsel to defend against a "claim".
- 3. All other litigation or administrative hearing expenses, including fees or expenses of expert witnesses hired either by us or by the defense attorney retained by an insured.
- 4. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim", including actual loss of earnings up to \$250 a day because of time off from work.
- 5. Costs taxed against the insured in the "suit".

"Defense expenses" does not include salaries and expenses of our "employees" or the insured's "employees" (other than those described in Paragraphs 1. and 4. above).

- C. **"Discrimination"** means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.
- D. **"Employee"** includes a "leased worker", a "volunteer worker" or a "temporary worker".
- E. **"Injury"** means injury to your "employee" arising out of one or more of the following offenses:
  - 1. Demotion or failure to promote, negative evaluation, reassignment or discipline of your current "employee" or wrongful refusal to employ;
  - 2. Wrongful termination, meaning the actual or constructive termination of an "employee":
    - a. In violation or breach of applicable law or public policy; or
    - b. Which is determined to be in violation of a contract or agreement, other than any employment contract or agreement, whether written, oral or implied, which stipulates financial consideration if such financial consideration is due as the result of a breach of the contract;
  - 3. Wrongful denial of training, wrongful deprivation of career opportunity, or breach of employment contract;
  - 4. Negligent hiring or supervision which results in any of the other offenses listed in this definition;
  - 5. Coercing an "employee" to commit an unlawful act or omission within the scope of that person's employment;
  - 6. Work-related harassment;
  - 7. Employment-related libel, slander, invasion of privacy, defamation or humiliation; or
  - 8. Other work-related verbal, physical, mental or emotional abuse arising from "discrimination".

F. **"Leased worker"** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

G. **"Sexual harassment"** means unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature when such conduct:

- 1. Is linked with a decision affecting an individual's employment;
- 2. Interferes with an individual's job performance; or
- 3. Creates an intimidating, hostile or offensive working environment for an individual.

H. **"Suit"** means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged, including:

- 1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- 3. Any administrative proceeding or hearing conducted by a governmental agency (federal, state or local) having the proper legal authority over the matter in which such damages are claimed.

I. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

J. **"Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

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

## **FIRE/EMS-PAK EMPLOYMENT PRACTICES LIABILITY PRIOR ACTS ENDORSEMENT**

This endorsement modifies insurance under the following:

FIRE/EMS-PAK EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

**SECTION I – EMPLOYMENT PRACTICES  
LAIBILITY COVERAGE** is amended as follows:

**1. Insuring Agreement**, add the following:

We will extend this insurance to cover an "injury" which occurred within one year before the inception date of this policy.

Such "injury" must have occurred in the "coverage territory" and must be reported to us during the current policy year.

**2. Exclusions**, add the following:

If, on the inception date of this endorsement, any insured;

**(a)** had knowledge of an "injury" claim, or

**(b)** had knowledge of an incident that may reasonably result in an "injury" claim,

then such claim and/or incident is not covered by this endorsement.

**3. Limit of Liability**

The Limit of Liability for this prior acts endorsement is the same as and is included in the Occurrence and Aggregate Limit of Liability shown in the Declarations for Employment Practices Liability coverage.

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

## **FIRE/EMS-PAK SPECIAL EVENTS/FUNDRAISERS COVERAGE ENDORSEMENT**

This endorsement modifies insurance under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

In consideration of the additional premium charged, the following Special Events/Fundraisers are covered by this policy:

Check all that apply:

- Archery Contest
- Carnival
- Circus
- Concert
- Fair/Festival
- Fireworks Display (sponsor only)
- Fireworks Display (detonation)
- Haunted House
- Horse Pull
- Ice Bowling
- Lumberjack Contest
- Motorized Land Vehicle Event
- Rodeo
- Watercraft Event
- Other (describe) \_\_\_\_\_

There is no coverage for injury to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

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

## **JUNIOR FIREFIGHTER / JUNIOR CADET / MINOR EXCLUSION ENDORSEMENT**

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL AUTOMOBILE COVERAGE FORM  
FIRE/EMS-PAK MANAGEMENT LIABILITY COVERAGE FORM

This insurance does not apply to injury or damage arising out of:

1. Your control, sponsorship or supervision of any Junior Firefighter, Junior Cadet, or any individual under the legal majority age.
2. The performance in rendering or the failure to render Fire and Emergency Response Services by any Junior Firefighter, Junior Cadet, or any individual under the legal majority age.

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

## **AMENDATORY ENDORSEMENT – OUTSIDE DIRECTORSHIP**

This endorsement modifies insurance provided under the following:

FIRE/EMS PAK MANAGEMENT LIABILITY COVERAGE PART

Anyone who qualifies as an insured under Section II – Who Is An Insured is also an insured while acting in their capacity as a director, trustee, officer or board member of a professional committee for an outside, not-for-profit entity. Such position must be taken with your written consent.

However, this insurance does not apply to either the outside, not-for-profit entity or any of its "employees".

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

## **FIRE/EMS-PAK FELLOW EMPLOYEE EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

FIRE/EMS-PAK COMMERCIAL GENERAL LIABILITY COVERAGE ENDORSEMENT

**The following changes are made under paragraph D.**

Paragraph **2.a.** of **Section II - Who Is An Insured** is amended as follows:

No "employee" of the named insured is an insured for "bodily injury" or "personal and advertising injury":

- (1)** To you, to your Trustees, Directors or Board Members, or to a co-"employee" while in the course of his or her

employment or while performing duties related to the conduct of your business.

- (2)** To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph **(1)**;
- (3)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)** or **(2)**.

SERFF Tracking Number: UNON-125796469 State: Arkansas  
First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10034619 \$50  
Company Tracking Number: 08-GL-FM-74  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: 2008 GL FormRule Filing  
Project Name/Number: 10-08 NM GL FormRule Filing/

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: UNON-125796469 State: Arkansas  
 First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10034619 \$50  
 Company Tracking Number: 08-GL-FM-74  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: 2008 GL FormRule Filing  
 Project Name/Number: 10-08 NM GL FormRule Filing/

## Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
Approved	AR-GL Rule Exception	Page 1-29	Replacement	10-08 GL Manual (3).pdf

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**SECTION I  
 GENERAL RULES**

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

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

**RULE 8.  
 POLICY WRITING MINIMUM PREMIUM**

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

**RULE 9.  
 ADDITIONAL PREMIUM CHANGES**

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

**RULE 10.  
 RETURN PREMIUM CHANGES**

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

**RULE 14.  
 MINIMUM PREMIUMS**

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

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

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

- C.** Minimum premiums apply separately to each subline for which a premium is charged.
- D.** Regardless of the number of classifications on the policy, choose the highest minimum premium for each subline, as the minimum premium for that subline. If multiple classifications apply, the minimum premiums for premises/operations and products/completed operations may come from different classifications.

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

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

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

For Increased Limits use the applicable Premises/Operations table.

- F. If a classification is used on an "if any" basis, no minimum premium shall be applied unless an exposure develops during the policy period.
- G. All minimum premiums except for the policy writing minimum premium are subject to adjustment for additional interests and increased limits.
- H. Use the policy writing minimum premium if the total amount developed using this rule is less than the policy writing minimum premium.

**RULE 16.  
ADDITIONAL INTERESTS**

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

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

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

1. Concessionaires, use Additional Insured - Concessionaires Trading Under Your Name, Endorsement **CG 20 03**. Those who are physically separated and who operate under their own name cannot be added as additional interests. **\$ 50 Flat Charge**.
2. For grantors of franchises, use Additional Insured - Grantor of Franchise Endorsement **CG 20 29**. Additional charge: **\$50 Flat Charge**
3. For lessors of leased equipment who have signed a contract or agreement that requires them to be added as an additional insured on a policy covering a lessee, with respect to liability arising out of the named insured's maintenance, operation or use of such leased equipment, use Additional Insured - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You Endorsement **CG 20 34**:  
**\$100 Flat Charge**  
  
For all other lessors of leased equipment, use Additional Insured - Lessor Of Leased Equipment Endorsement **CG 20 28**. Additional charge is based upon type of equipment leased by insured:

A. Office Equipment (Communication, computer, duplication, etc.) or Light Commercial	<b>\$50</b>
B. Heavy Commercial/Industrial (Mobile Equipment, production machinery, etc)	<b>\$100</b>
4. For Owners, Lessees or Contractors - Owners or Lessees on policies covering contractors or contractors on policies covering subcontractors, but only as respects liability for operations performed for those owners, lessees or contractors by or on behalf of the insured contractor or subcontractor, use Additional Insured - Owners, Lessees or Contractors (Form B). Endorsement **CG 20 10**. **\$50 Flat Charge**
5. For managers or operators of premises or interests from whom premises have been rented or leased on policies covering lessees or tenants, use Additional Insured - Managers or Lessors Of Premises Endorsement **CG 20 11**. **\$50 Flat Charge**
6. For vendors product liability on policies covering manufacturers or distributors, use Additional Insured - Vendors Endorsement **CG 20 15**.  
Additional charge: 0.07 to 0.15 of the manufacturer's or distributor's or completed operations premium applicable to the products sold by the vendor. If blanket coverage is indicated, rate based upon the total products or completed operations premium of the insured manufacturer or distributor. Minimum Premium is **\$ 50**.

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

7. For all others, use Additional Insured - Designated Person Or Organization Endorsement **CG 20 26**. **\$50 Flat Charge**
8. For architects, engineers or surveyors not engaged by the named insured but contractually required to be added as an additional insured to the named insured's policy, use Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured Endorsement **CG 20 32** with the Commercial General Liability Coverage Part. **\$50 Flat Charge**
9. For owners or lessees, or contractors who have signed a contract or agreement that requires them to be added as an additional insured on a policy covering a contractor or a subcontractor, with respect to liability arising out of the named insured's ongoing operations performed for that additional insured, use Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement with You Endorsement **CG 20 33**. **\$100 Flat Charge**

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

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

This paragraph is replaced by the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rates:

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

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

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

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

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

Endorsements:

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

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

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**(7) Lead Exclusion**

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

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

**(8) Fungi Or Bacteria Exclusion**

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

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

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

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

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

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

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

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

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**RULE 24.  
BASES OF PREMIUM**

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

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

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

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

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

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**RULE 36.**

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

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

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

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

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

Attach to carpentry contractors, landscape contractors, home builders, building materials dealers, home improvement stores, lumber yards, wood preserving risks, churches, schools, municipalities, and any other risk where an unacceptable exposure is determined to exist.

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

- (j) To address a construction defects exposure for residential construction contractors and/or residential trade sub-contractors, attach **CL CG 21 29**, Exclusion -- Residential Construction, Design, or Development.

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

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

- (k) To exclude liability for injuries or damages from earth movement and/or subsidence, attach either of the following endorsements:
- (1) To exclude the products-completed operations hazard, attach **CL CG 21 30** Exclusion -- Injury or Damage Related to Movement of Land, Earth, Soil or Mud.
- Do not include any payroll and/or receipts, as applicable, for such excluded work in the development of the Products-Completed Operations premium.
- (2) To exclude injury or damage from both ongoing operations and products-completed operations, attach **CL CG 21 31**, Exclusion -- Injury or Damage Related to Movement of Land, Earth, Soil or Mud (All Operations).

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

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

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

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

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

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

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

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

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

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

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

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

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

**Premium**

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

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

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

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

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

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

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

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

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

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

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

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

**Rates:**

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

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

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

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

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

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

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

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

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

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

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

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

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**RULE 42. ELECTRONIC DATA LIABILITY COVERAGE**

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**Rule 42.** does not apply.

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**RULE 43.  
EMPLOYEE BENEFITS LIABILITY COVERAGE**

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The following changes are made:

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

**3. Deductible**

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

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

**3. Rating**

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

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

Paragraph D. Company Rates is replaced by the following:

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

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

**RULE 44.  
 PRODUCT WITHDRAWAL COVERAGE**

Rule 44.A. does not apply.

**RULE 45.  
 LIQUOR LIABILITY COVERAGE**

C. Rates

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

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

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

Paragraph G.5 is replaced by the following:

G. Liquor Liability Grades

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

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

**Liquor Liability Grades**

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

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

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

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

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

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

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

Rule 46.B. is changed as follows:

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

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

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

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

Use **CL PN 21 05.**

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

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Rule 48.A. is changed as follows:

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

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

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

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

Use **CL PN 21 05.**

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

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Rule 49.B. is changed as follows:

Rule 4. does not apply.

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

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

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

Use **CL PN 21 05.**

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**RULE 56.**  
**INCREASED LIMITS TABLES**

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This rule is replaced by the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

These factors MUST be referred to company before using.

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

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

**ADDITIONAL COMPANY RULES**

**ENHANCEMENT ENDORSEMENTS**

**1. General Liability Enhancement Endorsement**

- A. This endorsement provides an enhanced package of additional coverages to the Commercial General Liability Coverage Form. This enhancement will be available to any GL insured for which we do not have a more specific enhancement endorsement. Eleven additional coverages are provided by this endorsement, as follows:
  - (1) Miscellaneous Additional Insureds
  - (2) Expected Or Intended Injury
  - (3) Knowledge Of Occurrence
  - (4) Legal Liability - Damage To Premises
  - (5) \$10,000 Medical Payments
  - (6) Mobile Equipment Redefined
  - (7) Newly Formed Or Acquired Organizations - Extended Period Of Coverage
  - (8) Non-Owned Watercraft Increased to 26 Feet Overall Length
  - (9) Property Damage - Elevators
  - (10) Supplementary Payments - Increased Limits For Bail Bonds and Loss Of Earnings
  - (11) Unintentional Omission in Disclosure
- B. Use **CL CG 04 42** General Liability Endorsement
- C. Premium: Charge **\$100** flat premium per policy period.

**2. Contractor's Advantage Endorsement**

- A. The Contractor's Advantage Endorsement builds upon the General Liability Enhancement Endorsement **CL CG 04 42**, but with the following changes:
  - (1) The Miscellaneous Additional Insureds are:
    - a. Managers or Lessors of Premises
    - b. Lessor Of Equipment
    - c. Controlling Interest
    - d. Owners Or Contractors For Whom You Are Performing Ongoing Operations
  - (2) The Property Damage - Elevators provision is not part of the Contractor's Advantage Endorsement.

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**ENHANCEMENT ENDORSEMENTS (cont'd)**

- (3) Joint Venture / Partnership / Limited Liability Company coverage is provided automatically but only for the named insured's interest in such entities which have terminated or ended prior to or during the current policy period. Coverage does not apply if other valid and collectible insurance has been purchased specifically to insure such entities, nor to any such entities which have been insured under any consolidated wrap-up programs.
- (4) Waiver Of Subrogation that is required because of a written contract has been added.
- (5) Aggregate Limits of Insurance For Construction Projects are provided for single construction projects away from owned or rented premises equal to the General Aggregate limit, but subject to a maximum cap for all damages to a maximum cap for all damages from all ongoing construction projects of either:
  - a. \$5,000,000 per annual policy period, or
  - b. \$10,000,000 per annual policy period.

**B. Forms Applicable**

- (1) With \$5,000,000 Aggregate Limits: Use **CL CG 04 43**
- (2) With \$10,000,000 Aggregate Limits: Use **CL CG 04 46**

**C. Premium Charges:**

- (1) With \$5,000,000 Per Project Aggregate Limits:  
**1.00%** of the Premises/Operations premium, subject to a minimum annual premium of **\$300**.
- (2) With \$10,000,000 Per Project Aggregate Limits:  
**1.50%** of the Premises/Operations premium, subject to a minimum annual premium of **\$500**.

**3. Manufacturer's Advantage Endorsement**

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

The four extensions are:

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

- B. Use form **CL CG 04 44**, Manufacturer's Advantage Endorsement.

- C. Premium: **2%** of the sum of the Premises/Operations and Products/ Completed Operations premiums, subject to minimum annual premium of **\$200**. premium of **\$200**.

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**EXPANDED PROPERTY DAMAGE COVERAGE**

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

**BROAD FORM PRODUCTS COVERAGE**

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

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

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

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

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

**HOSPITALITY ENHANCEMENT ENDORSEMENT**

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

**JANITORIAL SERVICES AMENDED PROPERTY DAMAGE COVERAGE**

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

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

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

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

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

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

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

**RECREATIONAL VEHICLE PARK OPERATOR ENDORSEMENT**

**1. Description of Coverage**

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

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

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

"Recreational Vehicle Park" includes campgrounds.

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

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

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

**LAND LEASED TO OTHER FOR HUNTING**

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

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

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

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

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

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

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

**100% Residential Condominiums**

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

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

**Increased Limit Factors**

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

**100% Commercial Condominiums**

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

**Combination Commercial and Habitational Condominiums**

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

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

**Extended Discovery Period**

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

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

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

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

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

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**C. PASTORAL COUNSELING FOR RELIGIOUS INSTITUTIONS**

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

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

**D. PRINTERS ERRORS AND OMISSIONS INSURANCE**

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

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

**MISDELIVERY OF SCHEDULE PRODUCTS**

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

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

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

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

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

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

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

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

**SELF-STORAGE FACILITY OPTIONS**

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

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

Rating: Minimum Premium, \$ 50 per location

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

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

Rating: Minimum Premium, \$ 50 per location

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

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**ARKANSAS VOLUNTARY FIRE DEPARTMENT PROGRAM EXCEPTION PAGE ADDITIONS**

**CLASSIFICATION DESCRIPTION**

The program uses the following class rates with Ambulance Service being (a)-rated and Fire Departments using ISO loss costs.

40032            Ambulance Service, First Aid or Rescue Squads - Not-For-Profit only  
 40031            Ambulance Service, First Aid or Rescue Squads - Other Than Not-For-Profit only

CG 22 44, Exclusion - Services Furnished by Health Care Providers Endorsement does not apply to Fire/EMS-Pak policies.

43550            Fire Departments - Other Than Volunteer  
 43551            Fire Departments - Volunteer

CG 22 44 - Exclusion - Services Furnished by Health Care Providers Endorsement, and  
 CG 22 56 - Exclusion - Injury to Volunteer Firemen Endorsement do not apply to Fire/EMS-Pak policies.

**AMENDATORY ENDORSEMENTS**

CL CG 00 19, Fire/EMS Pak General Liability Coverage Endorsement  
 CL CG 00 14, Fire/EMS Pak Management Liability Coverage Form  
 CL CG 01 20, Fire/EMS Pak Amendatory Endorsement - Outside Directorship  
 CL CG 01 37 Arkansas Governmental Liability Amendatory Endorsement  
 CL IL 01 07 Arkansas Changes - Fire/EMS-Pak

**EMPLOYMENT PRACTICES LIABILITY - CL CG 00 16**

The Fire/EMS-Pak Commercial General Liability Coverage Form, CL CG 00 16, may be endorsed to provided coverage for Employment Practices Liability. Attach Fire/EMS-Pak Employment Practices Liability Endorsement, CL CG 00 16. Coverage for liability arising out of claims for injury to an employee because of an employment-related offense and the duty to defend the insured is provided.

Coverage is provided on an occurrence basis with a \$ 2,500 deductible per claim for any one person.

Based on the limit of liability desired, determine the appropriate rate to be charged per Employee/Volunteer.

LOSS COST per Employee/Volunteer	Limit of Liability (Occurrence/Aggregate)			
	\$ 100/100	\$ 300/300	\$ 500/500	\$ 1000/1000
Full-time (35 or more hrs/wk) paid	25	40	50	75
Part-time (less than 35 hrs/wk) paid	15	20	25	40
Non-paid Volunteers	5	8	10	15
Minimum Premiums	300	300	300	300

**EMPLOYMENT PRACTICES LIABILITY PRIOR ACTS - CL CG 00 17**

Employment Practices Liability Coverage may be endorsed to provide prior acts coverage. Attach Fire/EMS-Pak Employment Practices Liability Prior Acts Endorsement, CL CG 00 17. Coverage is provided for one year prior to the policy inception date and claims must be reported during the current calendar year. Charge 25% of the Employment Practices Liability annual premium.

No further rate modification apply to the premiums for Employment Practices Liability Prior Acts Endorsement.

**FIRE/EMS Pak COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following charts detail the charges for Firefighters Liability, Management Liability and Emergency Medical Services (EMS) Liability. The firefighters liability charge applies when Class codes 43550 or 43551 are used. Apply EMS charges when class codes 40032 or 40031 apply. Management Liability premiums are mandatory and apply once per policy.

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

**FIREFIGHTERS' LIABILITY & MANAGEMENT LIABILITY**

**FIRE/EMS Pak COMMERCIAL GENERAL LIABILITY COVERAGE FORM (cont'd)**

The following basic limit loss costs apply for Firefighter's Liability and Management Liability

Population Area Served on First Alarm Basis	\$ 100,000/200,000 Basic Limit Loss Cost	
	Firefighters Liability	Management Liability
3,000 or less	53	53
3,001 - 6,000	85	64
6,001 - 9,000	117	74
9,001 - 12,000	159	91
12,001 - 15,000	192	107
15,001 - 18,000	234	128
18,001 - 21,000	277	150
21,001 - 24,000	325	176
24,001 - 27,000	373	203
27,001 - 30,000	427	234
If over 30,000, apply these rates per add'l 1,000 PAS	15.00	8.00

Refer to Table 2, Rule 56, for Increased Limit Factors.

**EMERGENCY MEDICAL SERVICES LIABILITY - \$ 100,000/200,000 BASIC LIMIT**

The following basic limit loss costs apply for Emergency Medical Services Liability. Determine the highest Certification Level applicable and whether the insured is Non-Transport or Transport.

Certification Level	Non-Transport (No Ambulance)	Transport (With Ambulance)
CPR		
First Responder - Basic Emergency Rescue Technician Crash Injury Management	76	Not Applicable
First Responder - Defibrillation		
First Responder - Advanced	124	190
EMT - A		
EMT - D		
EMT - B	187	268
EMT - I		
EMT - Paramedic	250	355

**FELLOW EMPLOYEE COVERAGE**

Fellow Employee Coverage is included in the Fire/EMS-Pak Commercial General Liability Coverage Form. To exclude coverage, attach endorsement, CL CG 21 48 - Fellow Employee Exclusion Endorsement and apply a 5% credit to the Firefighters' Liability and Management Liability Premises/Operation premium.

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**FIRE/EMS-Pak MANAGEMENT LIABILITY PRIOR ACTS COVERAGE**

Attach Endorsement CL CG 00 15 - Fire/EMS-Pak Management Liability Prior Acts Endorsement to provide coverage for management liability prior acts. The reporting period extends for as long as the management liability coverage is continuously renewed with the Company.

The following basic limit premiums apply for Management Liability Prior Acts:

Population Area Served on First Alarm Basis	\$ 100,000/200,000 Basic Limit Loss Cost	
	Management Liability Prior Acts	
3,000 or less		26
3,001 - 6,000		31
6,001 - 9,000		36
9,001 - 12,000		43
12,001 - 15,000		51
15,001 - 18,000		61
18,001 - 21,000		71
21,001 - 24,000		84
24,001 - 27,000		97
27,001 - 30,000		112
Over 30,000		240

Refer to Rule 56. Table 2, for Increased Limit Factors.

No further rate modifications apply to the premium for this coverage.

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

The loss cost multipliers filed for each of the companies apply to the Volunteer Fire Department Program's loss costs. All other rules and forms from our standard General Liability program also apply to the Volunteer Fire Department program.

For the FIRE/EMS-Pak program, the following additional coverage options apply:

- a. The fire damage legal limit is increased to \$ 500,000.
- b. The medical payments limit is increased to \$ 10,000.

No additional premium charge applies.

**SPECIAL EVENTS/FUNDRAISERS**

The Fire/EMS-Pak Commercial General Liability Coverage Endorsement CL CG 00 19, has an exclusion for Special Events. For an additional premium charge, coverage may be provided for the following Special Event Fundraisers:

Archery Contest	Fireworks Display (sponsor only)	Lumberjack Contest
Carnival	Fireworks Display (detonation)*	Motorized Land Vehicle Event
Circus	Haunted House	Rodeo
Concert	Horse Pull	Watercraft Event
Fair/Festival	Ice Bowling	Other (To be described)

Attach Endorsement CL CG 00 18, Fire/EMS-Pak Special Events Endorsement

Basic Limit \$ 100,000/200,000 loss c 130

Rate applies per occurrence of each event.

Refer to Rule 56., Table 2, for Increased Limit Factors

\* for Fireworks Display (detonation) - after the Increased Limit factor is applied, add an additional charge equal to 10% of the cost of the fireworks.

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

**INDIVIDUAL RISK MODIFICATION PLAN**

**A. Eligibility**

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

**B. Rating Procedures**

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

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

SERFF Tracking Number: UNON-125796469 State: Arkansas  
First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10034619 \$50  
Company Tracking Number: 08-GL-FM-74  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: 2008 GL FormRule Filing  
Project Name/Number: 10-08 NM GL FormRule Filing/

## Supporting Document Schedules

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

**Review Status:** Approved 09/09/2008

**Comments:**

**Attachment:**

10-08 GL FirePakFormRule Filing Trans.pdf

**Property & Casualty Transmittal Document**

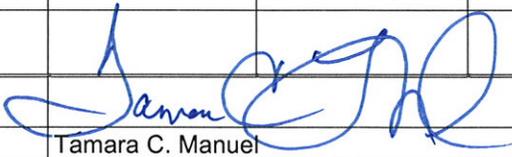
**Reset Form**

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

<b>3. Group Name</b>	W. R. Berkley				<b>Group NAIC #</b>	0098
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>		
Continental Western Insurance Co.	IA	10804	42-0594770			
Union Insurance Company	IA	25844	47-0547953			
Acadia Insurance Company	NH	31325	01-0471706			

<b>5. Company Tracking Number</b>	08-GL-FM-74
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Tamara C. Manuel Irving, TX	Filings Analyst	800-444-0049	972-719-2348	tmanuel@usic.com
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>		Tamara C. Manuel		

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

<b>9. Type of Insurance (TOI)</b>	17.0 Other Liability-Occ/Claims Made
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.0001 Commercial General Liability
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input checked="" type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New:   Upon Approval   Renewal:   Upon Approval
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	
<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	9/29/08
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # 08-GL-FM-74

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

Continental Western Insurance Company, Union Insurance Company and Acadia Insurance Company wish to file a General Liability "Fire/EMS-PAK" Program to be effective October 1, 2008. The Program's rules and forms are contained in the enclosed packet and apply to Volunteer Fire Departments in Arkansas. For additional coverages and/or exclusions the Program uses the ISO forms/rules/loss costs and our filed Company Exception Pages.

The Companies propose to adopt the following company endorsements for use with this program:

CL IL 01 07 08 08 Arkansas Changes – Fire/EMS Pak  
CL CG 01 37 07 08 Arkansas Governmental Liability Amendatory Endorsement  
CL CG 00 19 03 06 Fire/EMS Pak General Liability Coverage Endorsement  
CL CG 00 14 03 06 Fire/EMS-Pak Management Liability Coverage Form  
CL CG 00 15 03 06 Fire/EMS-Pak Management Liability Prior Acts Endorsement  
CL CG 00 16 03 06 Fire/EMS-Pak Employment Practices Liability Coverage Form  
CL CG 00 17 03 06 Fire/EMS-Pak Employment Practices Liability Prior Acts Endorsement  
CL CG 00 18 03 06 Fire/EMS-Pak Special Events/Fundraisers Coverage Endorsement  
CL IL 99 07 03 06 Junior Firefighter/Junior Cadet/Minor Exclusion Endorsement  
CL CG 01 20 03 06 Amendatory Endorsement – Outside Directorship  
CL CG 21 48 03 06 Fire/EMS-Pak Fellow Employee Exclusion Endorsement

We are also enclosing a copy of our revised company rules. The only changes to our currently filed Company General Liability Exceptions are the ones attached to this filing.

The "Fire/EMS-PAK" is being filed as an additional component to our current General Liability filings. The Fire/EMS-PAK program is a program specifically designed to meet the specialized needs of volunteer/partial paid fire departments, and volunteer/not for profit EMS organizations. It features many advantages over typical insurance coverages, including extremely competitive premiums.

This program is available to all volunteer fire departments, partial paid departments, volunteer EMS organizations, and not for profit EMS operations. The Program could be written either monoline or part of a package.

As we are filing via SERFF, our check for \$50.00 for the filing fee will be mailed shortly.

If you have any questions, please call me at 800-444-0049, extension 2843. My fax number is 972-719-2348 or my email address is tmanuel@usic.com

[View Complete Filing Description](#)

22. Filing Fees (Filer must provide check # and fee amount if applicable)  
[If a state requires you to show how you calculated your filing fees, place that calculation below]

Check #: 0010034619

Amount: 50

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

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