

SERFF Tracking Number: UTCX-125815282 State: Arkansas
First Filing Company: Utica Mutual Insurance Company, ... State Tracking Number: EFT \$50
Company Tracking Number: GL AR09746CGF01
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: General Liability
Project Name/Number: General Liability/GL AR09746CGF01

Filing at a Glance

Companies: Utica Mutual Insurance Company, Graphic Arts Mutual Insurance Company
Product Name: General Liability SERFF Tr Num: UTCX-125815282 State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: GL AR09746CGF01 State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts
Author: SPI UticaNational Disposition Date: 09/24/2008
Date Submitted: 09/12/2008 Disposition Status: Approved
Effective Date Requested (New): 01/01/2009 Effective Date (New):
Effective Date Requested (Renewal): Effective Date (Renewal):
State Filing Description:

General Information

Project Name: General Liability Status of Filing in Domicile: Pending
Project Number: GL AR09746CGF01 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 09/24/2008
State Status Changed: 09/24/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:

Our companies have revised our Limited Pollution Coverage Extension form. This form provides limited coverage for damages because of bodily injury or property damage arising out of the discharge, dispersal, seepage, migration, release or escape of pollutants.

The definition of "Pollution Liability Hazard" was revised to clarify that coverage does not apply to (1) Any premises used for the handling, storage, disposal, processing or treatment of waste, (2) Operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

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We have also included a Policyholders Notice to outline these changes.

Company and Contact

Filing Contact Information

Julie Garrabrant, Senior State Filings Coordinator
 180 Genesee Street
 New Hartford, NY 13413
 julie.garrabrant@uticanational.com
 (315) 734-2000 [Phone]
 (315) 734-2252[FAX]

Filing Company Information

Utica Mutual Insurance Company	CoCode: 25976	State of Domicile: New York
180 Genesee Street	Group Code: 201	Company Type:
New Hartford, NY 13413	Group Name: Utica National Insurance Group	State ID Number:
(315) 734-2000 ext. [Phone]	FEIN Number: 15-0476880	

Graphic Arts Mutual Insurance Company	CoCode: 25984	State of Domicile: New York
180 Genesee Street	Group Code: 201	Company Type:
New Hartford, NY 13413	Group Name: Utica National Insurance Group	State ID Number:
(315) 734-2000 ext. [Phone]	FEIN Number: 13-5274760	

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Utica Mutual Insurance Company	\$50.00	09/12/2008	22467422
Graphic Arts Mutual Insurance Company	\$0.00	09/12/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/24/2008	09/24/2008

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Disposition

Disposition Date: 09/24/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Limited Pollution Coverage Extension	Approved	Yes
Form	Policyholders Notice - Limited Pollution Coverage Extension Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Limited Pollution Coverage Extension	8-E-1979	Ed. 04-2008	Endorsement/Amendment/Conditions	Replaced Form #:0.00 8-E-1979 Ed. 1-1997 Previous Filing #:	0.00	8-E-1979.PDF
Approved	Policyholders Notice - Limited Pollution Coverage Extension Endorsement	8-L-2190	Ed. 04-2008	Policy/Coverage Form		0.00	8-L-2190.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Pollution Liability Aggregate Limit \$

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

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

SECTION I - POLLUTION BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included within the "pollution liability hazard" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend an insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "pollution occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (see Section C. below); and
- (2) Our right and duty to defend end when we have used up the Pollution Liability Aggregate Limit 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 (See Section B. below).

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

- (1) The "bodily injury" or "property damage" is caused by a "pollution occurrence" that takes place in the "coverage territory;" and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions

This insurance does not apply to:

a. Pollution Clean Up

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (2) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

b. 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" resulting from the use of reasonable force to protect persons or property.

c. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

d. Workers Compensation and Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An employee of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

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

f. Hostile Fire

"Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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 does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

- a. Less than 26 feet long; and
- b. Not being used to carry persons or property for a charge;

(3) 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; or

(4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" in the DEFINITIONS section.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.

i. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you; or
- (4) Personal property in the care, custody or control of the insured.

j. Products Completed Operations Hazard

"Bodily injury" or "property damage" included within the "products-completed operations hazard."

k. Underground Tanks and Piping

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, filling or emptying of any underground tank and any associated underground piping.

B. Supplementary Payments - Coverages A. and B. of the Commercial General Liability Coverage Form also apply to the Pollution Bodily Injury and Property Damage Liability Coverage.

C. The following is added to Section III - Limits Of Insurance:

Pollution Liability Aggregate Limit

The Pollution Liability Aggregate Limit is the most we will pay for all damages because of "bodily injury" or "property damage" included in the "pollution liability hazard".

The Pollution Liability Aggregate Limit is the most we will pay regardless of the number of:

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

Only the Pollution Liability Aggregate Limit in effect on the date of "manifestation" of "bodily injury" or "property damage" from the "pollution liability hazard" will apply. This includes any increased injury or damage which results from continued or repeated exposure to those same pollutants after the expiration of the policy period.

The Pollution Liability Aggregate Limit applies separately to each consecutive annual policy period and to any remaining policy 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 policy period will be deemed part of the last preceding period for purposes of determining the Pollution Liability Aggregate Limit of Insurance.

D. Paragraph 4, Other Insurance, of CONDITIONS (Section IV) of the Commercial General Liability Coverage Form also applies to the Pollution Bodily Injury and Property Damage Liability Coverage.

E. The following additional definitions apply:

1. "Manifestation" means the date that the:
 - a. "Bodily injury" becomes known or reasonably capable of medical diagnosis, whichever is earlier; or
 - b. "Property damage" is discovered by the injured person or property owner.

2. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

3. "Pollution liability hazard" means all "bodily injury" and "property damage" arising out of the discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from:

a. A premises you own, rent or occupy. This does not include a premises that is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

b. Any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations. This does not include operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

4. "Pollution occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions which results in "bodily injury" or "property damage" included within the "pollution liability hazard."

F. The following definition of "property damage" applies to the Pollution Bodily Injury and Property Damage Liability Coverage instead of the definition for the same term in the Commercial General Liability Coverage Form:

"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 "pollution occurrence" that caused it.

POLICYHOLDERS NOTICE - LIMITED POLLUTION COVERAGE EXTENSION ENDORSEMENT

THIS POLICYHOLDERS NOTICE PROVIDES A SUMMARY OF RECENT COVERAGE CHANGES THAT APPLY TO YOUR POLICY. THIS NOTICE PROVIDES NO COVERAGE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. FOR COMPLETE INFORMATION ON YOUR COVERAGES, READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS SUMMARY, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

THIS NOTICE HIGHLIGHTS THE SIGNIFICANT CHANGES IN COVERAGE BUT DOES NOT REFERENCE EVERY EDITORIAL CHANGE MADE IN THE FORM AND NOT ALL COVERAGE FORMS MAY BE INCLUDED IN YOUR POLICY.

PLEASE READ THIS NOTICE CAREFULLY.

If your policy includes the Limited Pollution Coverage Extension Endorsement 8-E-1979 Ed. 08-1997, this endorsement has been replaced with 8-E-1979 Ed. 04-2008 and the following changes apply:

Potential Broadening of Coverage

- For Educational Institutions in New York, the maximum allowable limit of insurance was increased from \$100,000 to \$1,000,000. For those New York Educational Institution insureds who select a limit of insurance greater than \$100,000, this change represents a broadening of coverage.

Reduction of Coverage

- The endorsement was revised to clarify that coverage does not apply to any premises used for the handling, storage, disposal, processing or treatment of waste or operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants. To the extent that such coverage would have been provided in the past, this change represents a reduction of coverage.

Please consult with your agent or broker if you have any questions.



Utica National Insurance Group

Insurance that starts with you.

Utica Mutual Insurance Company and its affiliated companies, New Hartford, N.Y. 13413

<i>SERFF Tracking Number:</i>	<i>UTCX-125815282</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Utica Mutual Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>GL AR09746CGF01</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
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<i>Project Name/Number:</i>	<i>General Liability/GL AR09746CGF01</i>		

Rate Information

Rate data does NOT apply to filing.

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Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:

Approved

09/24/2008

Comments:

Attachments:

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF

AR - NAIC FORM FILING SCHEDULE.PDF

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

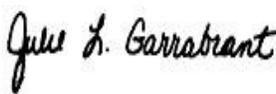
3. Group Name	Group NAIC #
Utica National Insurance Group	0201

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Utica Mutual Insurance Company	NY	25976	15-0476880	
Graphic Arts Mutual Insurance Company	NY	25984	13-5274760	

5. Company Tracking Number	GL AR09746CGF01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Julie L. Garrabrant 180 Genesee Street New Hartford NY 13413	Senior State Filings Coordinator	800-274-1914 Ext. 2324	315-734-2252	julie.garrabrant@uticanational.com

7.	Signature of authorized filer	
8.	Please print name of authorized filer	Julie L. Garrabrant

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

9.	Type of Insurance (TOI)	17.2 Other Liability - Occurrence Only
10.	Sub-Type of Insurance (Sub-TOI)	17.2001 Commercial General Liability
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	Limited Pollution Coverage Extension
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14.	Effective Date(s) Requested	New: 01/01/2009 Renewal: 01/01/2009
15.	Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Reference Organization (if applicable)	
17.	Reference Organization # & Title	
18.	Company's Date of Filing	09/12/2008
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	GL AR09746CGF01
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The definition of "Pollution Liability Hazard" was revised to clarify that coverage does not apply to (1) Any premises used for the handling, storage, disposal, processing or treatment of waste, (2) Operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

We have also included a Policyholders Notice to outline these changes.

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]				
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Check #:</td> <td>N/A-EFT</td> </tr> <tr> <td>Amount:</td> <td>\$50.00</td> </tr> </table> <p style="text-align: center; margin-top: 20px;">Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>		Check #:	N/A-EFT	Amount:	\$50.00
Check #:	N/A-EFT				
Amount:	\$50.00				

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

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	GL AR09746CGF01
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Limited Pollution Coverage Extension	8-E-1979 Ed. 04-2008	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	8-E-1979 Ed. 1-1997	
02	Policyholders Notice - Limited Pollution Coverage Extension Endorsement	8-L-2190 Ed. 04-2008	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		