

SERFF Tracking Number: REGU-125938211 State: Arkansas
Filing Company: Discover Property & Casualty Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: DPC-GL-F-08
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability
Product Name: Discover GL Revision Filing 2008
Project Name/Number: /

Filing at a Glance

Company: Discover Property & Casualty Insurance Company

Product Name: Discover GL Revision Filing 2008 SERFF Tr Num: REGU-125938211 State: Arkansas

TOI: 17.0 Other Liability-Occ/Claims Made SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: DPC-GL-F-08 State Status: Fees verified and received

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

Author: Kelly Gunning Disposition Date: 01/09/2009

Date Submitted: 12/17/2008 Disposition Status: Approved

Effective Date Requested (New): 03/01/2009 Effective Date (New):

Effective Date Requested (Renewal): 03/01/2009 Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending

Project Number: Domicile Status Comments:

Reference Organization: N/A Reference Number: N/A

Reference Title: N/A Advisory Org. Circular: N/A

Filing Status Changed: 01/09/2009

State Status Changed: 01/09/2009 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Discover Property & Casualty Insurance Company (DP&C) is submitting a General Liability forms filing.

DP&C is filing several new endorsements for use with their Commercial General Liability program. These forms are commonly requested by insureds and DP&C is seeking approval in an effort to serve its customers more completely. None of these endorsements carry a premium charge.

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DP&C is also making minor revisions to several of their existing forms. No coverage changes are intended with these revisions. All changes made are shown in annotated versions of the forms contained in this filing.

The corresponding rates and rules are not required to be filed.

This filing includes:

- State Required Filing Forms
- Independent Forms
- Exhibit 1 – Mark-Up of Form Revisions

A fee in the amount of \$50.00 is being submitted to cover the required filing fee.

We are requesting this filing become effective on or after March 1, 2009.

Company and Contact

Filing Contact Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)
Kelly Gunning, kellygunning@ircllc.com
Insurance Regulatory Consultants, LLC (212) 571-3989 [Phone]
New York, NY 10004

Filing Company Information

Discover Property & Casualty Insurance CoCode: 36463 State of Domicile: Illinois
Company
5 Batterson Park Group Code: 164 Company Type:
Farmington, CT 06032 Group Name: State ID Number:
(860) 674-2660 ext. [Phone] FEIN Number: 36-2999370

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: AR charges \$50 per forms filing.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Discover Property & Casualty Insurance Company	\$50.00	12/17/2008	24583382

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	01/09/2009	01/09/2009

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Disposition

Disposition Date: 01/09/2009

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125938211 State: Arkansas
 Filing Company: Discover Property & Casualty Insurance State Tracking Number: EFT \$50
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 Company Tracking Number: DPC-GL-F-08
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability
 Product Name: Discover GL Revision Filing 2008
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Exhibit 1 - Mark-Up of Form Revisions	Approved	Yes
Supporting Document	Filing Authorization Letter	Approved	Yes
Form	Notice of Cancellation	Approved	Yes
Form	Exclusion - Tobacco	Approved	Yes
Form	Other Insurance	Approved	Yes
Form	Other Insurance - Primary and Non-Contributory	Approved	Yes
Form	Amendment of Other Insurance Condition - All Projects Subject To A Wrap Up Insurance Program - Excess Coverage	Approved	Yes
Form	Total Aggregate Limit and Designated Location(s) Aggregate Limit	Approved	Yes
Form	Total Aggregate Limit and Designated Construction Project(s) Aggregate Limit	Approved	Yes
Form	Total Aggregate Limit and Designated Location(s) and Designated Construction Project(s) Aggregate Limit	Approved	Yes
Form	Electronic Date Liability Declarations	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Notice of Cancellation	DC 02 00	11 08	Endorsement/Amendment/Conditions		0.00	DG 02 00 11 08.pdf
Approved	Exclusion - Tobacco	DG 21 14	10 07	Endorsement/Amendment/Conditions		0.00	DG 21 14 10 07.pdf
Approved	Other Insurance	DG 24 19	11 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 DG 24 19 12 04 Previous Filing #: AR-DPC-GL Revision-05		DG 24 19 11 08.pdf
Approved	Other Insurance - Primary and Non-Contributory	DG 24 28	11 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 DG 24 28 12 07 Previous Filing #: REGU- 125268217		DG 24 28 11 08.pdf
Approved	Amendment of Other Insurance Condition - All Projects Subject To A Wrap Up Insurance Program - Excess Coverage	DG 24 35	04 08	Endorsement/Amendment/Conditions		0.00	DG 24 35 04 08.pdf
Approved	Total Aggregate Limit and Designated Location(s) Aggregate Limit	DG 25 00	05 08	Endorsement/Amendment/Conditions		0.00	DG 25 00 05 08.pdf
Approved	Total Aggregate	DG 25 02	05 08	Endorsement/Amendment/Conditions		0.00	DG 25 02 05 08.pdf

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 Product Name: Discover GL Revision Filing 2008
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	Limit and	05 08	nt/Amendm			08.pdf
	Designated		ent/Condi			
	Construction		ons			
	Project(s)					
	Aggregate Limit					
Approved	Total Aggregate	DG 25 03 11 08	Endorseme New		0.00	DG 25 03 11
	Limit and	11 08	nt/Amendm			08.pdf
	Designated		ent/Condi			
	Location(s) and		ons			
	Designated					
	Construction					
	Project(s)					
	Aggregate Limit					
Approved	Electronic Date	DG DS 13 11 08	Declaration Replaced	Replaced Form #:0.00		DG DS 13
	Liability	11 08	s/Schedule	DG DS 13 12 04		11 08.pdf
	Declarations			Previous Filing #:		
				AR-DPC-GL		
				Revision-05		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Certificate Holder:

In the event we cancel this policy prior to the expiration date shown in the Declarations for any reason other than nonpayment of premium, we will provide 30 days advance written notice (10 days in the event we cancel for nonpayment of premium) to the certificate holder shown in the above Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TOBACCO

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and Paragraph 2., Exclusions of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:

Tobacco

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of or related in any way to the sale, manufacture, handling, distribution, marketing, consumption, ingestion or use of, or exposure to, any tobacco or tobacco product.

Without limiting their meaning, the words tobacco or tobacco product include: (a) raw or cured tobacco, cigarettes and cigarette paper, cigarette filters, cigars and cigar wrappers, pipe tobacco, snuff, chewing tobacco, smokeless tobacco, tobacco smoke or particles of tobacco; (b) any material substance, ingredient or element used in or as part of any tobacco or tobacco product; (c) any product which is comprised of, in whole or in part, any tobacco or tobacco product; (d) any wrappers, tips, filters or other parts of tobacco or tobacco products; (e) any material, substance, ingredient or element or their residues, sprayed on, applied to or found within any tobacco or tobacco product; (f) any smoke, fumes, gas or other compound arising out of any tobacco or tobacco product; and (g) any warnings, instructions or representations at any time, or the failure to provide them, with respect to any tobacco or tobacco product.

This exclusion applies to all “bodily injury” or “property damage”, whether or not such “bodily injury” or “property damage” is included in the “products-completed operations hazard”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. Other Insurance of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV) is replaced by the following:

This insurance is excess over any other valid and collectible insurance applying to the loss except for insurance bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

Notwithstanding the preceding paragraph, the insurance afforded by this policy is primary and non-contributory insurance with respect to those insureds to whom you are obligated by contract to provide primary insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4.a. of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4.a. **Primary Insurance**

This insurance is primary either when required by written contract executed prior to loss or except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, this insurance is non-contributory only if required by written contract executed prior to loss. Otherwise, we will share with all that other insurance by the method described in Paragraph **c.** below.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF OTHER INSURANCE CONDITION –
ALL PROJECTS SUBJECT TO A WRAP-UP
INSURANCE PROGRAM – EXCESS COVERAGE**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to Paragraph b. Excess Insurance of Condition 4. Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available covering liability arising out of any project that is or was subject to a “wrap-up insurance program”.

2. The following is added to SECTION V - DEFINITIONS:

“Wrap-up insurance program” means any agreement or arrangement, including any contractor-controlled, owner-controlled or similar insurance program, under which some or all of the contractors working on a specific project, or specific projects, are required to participate in a program to obtain insurance that:

- a. Includes the same or similar insurance as that provided by this Coverage Part; and
- b. Is issued specifically for injury or damage arising out of such project or projects.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT AND DESIGNATED LOCATION(S) AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

The Limits of Insurance shown in the Declarations are deleted and replaced by the following:

Total Aggregate Limit (Other Than Products-Completed Operations)	\$	
Designated Location(s) Aggregate Limit (Other Than Products-Completed Operations)	\$	
General Aggregate Limit (Other Than Products-Completed Operations)	\$	
Products-Completed Operations Aggregate Limit	\$	
Personal and Advertising Injury Limit	\$	Any one person or organization
Each Occurrence Limit	\$	
Damage To Premises Rented To You Limit	\$	Any one premises
Medical Expense Limit	\$	Any one person
Designated Location(s):		

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

Section III – Limits of Insurance is deleted in its entirety and replaced by the following:

SECTION III – LIMITS OF INSURANCE

1. a. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought;
 - (3) Persons or organizations making claims or bringing "suits"; or
 - (4) Designated "location(s)" shown in the Schedule above.
- b. The Total Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

- (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
- c. Subject to the Total Aggregate Limit shown in the Schedule above and described in b. above, a Designated Location Aggregate Limit is provided and is also shown in the Schedule above. The Designated Location Aggregate Limit is subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents; which can be attributed only to operations at a single designated "location" shown in the Schedule above.
 - (2) The Designated Location Aggregate Limit applies separately to each designated "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit shown in the Schedule above and described in 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit shown in the Schedule above and described in 2. below applies to such damages.
 - (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies shall reduce both the Total Aggregate Limit shown in the Schedule above and the Designated Location Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Schedule above and described in 2. below, nor shall they reduce the Designated Location Aggregate Limit for any other designated "location" shown in the Schedule above.
2. Subject to the Total Aggregate Limit shown in the Schedule above and described in 1.b. above, a General Aggregate Limit is provided and is also shown in the Schedule above. The General Aggregate Limit is subject to all of the following provisions:
 - a. The General Aggregate Limit is the most we will pay for the sum of:
 - (1) Damages under Coverage A because of "bodily injury" or "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above; and
 - (2) Damages under Coverage B.
 - b. The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit shown in the Schedule above and described in 3. below applies to such damages.
 - c. Any payments made for damages or medical expenses to which the General Aggregate Limit applies shall reduce both the Total Aggregate Limit shown in the Schedule above and the General Aggregate Limit shown in the schedule above. Such payments shall not reduce the Designated Location Aggregate Limit for any designated "location" shown in the Schedule above.
3. If coverage for liability arising out of the "products-completed operations hazard" is provided, the Products-Completed Operations Aggregate Limit shown in the Schedule above 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". Any payments made for such damages shall reduce the Products-Completed Operations Aggregate Limit shown in the Schedule above. Such payments shall not reduce the Total Aggregate Limit shown in the Schedule above, the General Aggregate Limit shown in the Schedule above or the Designated Location Aggregate Limit for any designated "location" shown in the Schedule above.

4. Subject to the Total Aggregate Limit and the General Aggregate Limit shown in the Schedule above and described in 1.b. and 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to the Total Aggregate Limit and either the Designated Location Aggregate Limit or the General Aggregate Limit, or subject to the Products-Completed Operations Aggregate Limit, shown in the Schedule above and described in 1.b., 1.c., 2. and 3. above, whichever apply or applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to the Each Occurrence Limit shown in the Schedule above and described in 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to the Each Occurrence Limit shown in the Schedule above and described in 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means any premises owned by or rented to you shown in the Schedule above. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, shall be considered a single "location".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT AND DESIGNATED CONSTRUCTION PROJECT(S) AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

The Limits of Insurance shown in the Declarations are deleted and replaced by the following:

Total Aggregate Limit (Other Than Products-Completed Operations)	\$	
Designated Construction Project(s) Aggregate Limit (Other Than Products-Completed Operations)	\$	
General Aggregate Limit (Other Than Products-Completed Operations)	\$	
Products-Completed Operations Aggregate Limit	\$	
Personal and Advertising Injury Limit	\$	Any one person or organization
Each Occurrence Limit	\$	
Damage To Premises Rented To You Limit	\$	Any one premises
Medical Expense Limit	\$	Any one person
Designated Construction Project(s):		

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

Section III – Limits of Insurance is deleted in its entirety and replaced by the following:

SECTION III – LIMITS OF INSURANCE

1. a. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought;
 - (3) Persons or organizations making claims or bringing "suits"; or
 - (4) Designated construction project(s) shown in the Schedule above.
- b. The Total Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all amounts under the Designated Construction Project Aggregate Limit and all amounts under the General Aggregate Limit. This includes:

- (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
- c. Subject to the Total Aggregate Limit shown in the Schedule above and described in b. above, a Designated Construction Project Aggregate Limit is provided and is also shown in the Schedule above. The Designated Construction Project Aggregate Limit is subject to all of the following provisions:
- (1) The Designated Construction Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
which can be attributed only to operations at a single designated construction project shown in the Schedule above.
 - (2) The Designated Construction Project Aggregate Limit applies separately to each designated construction project.
 - (3) The Designated Construction Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit shown in the Schedule above and described in 3. below applies to such damages.
 - (4) The Designated Construction Project Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit shown in the Schedule above and described in 2. below applies to such damages.
 - (5) Any payments made for damages or medical expenses to which the Designated Construction Project Aggregate Limit applies shall reduce both the Total Aggregate Limit shown in the Schedule above and the Designated Construction Project Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Schedule above and described in 2. below, nor shall they reduce the Designated Construction Project Aggregate Limit for any other designated construction project shown in the Schedule above.
 - (6) If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
2. Subject to the Total Aggregate Limit shown in the Schedule above and described in 1.b. above, a General Aggregate Limit is provided and is also shown in the Schedule above. The General Aggregate Limit is subject to all of the following provisions:
- a. The General Aggregate Limit is the most we will pay for the sum of:
 - (1) Damages under Coverage A because of "bodily injury" or "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, which cannot be attributed only to operations at a single designated construction project shown in the Schedule above; and
 - (2) Damages under Coverage B.
 - b. The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit shown in the Schedule above and described in 3. below applies to such damages.
 - c. Any payments made for damages or medical expenses to which the General Aggregate Limit applies shall reduce both the Total Aggregate Limit shown in the Schedule above and the General Aggregate Limit shown in the schedule above. Such payments shall not reduce the Designated Construction Project Aggregate Limit for any designated construction project shown in the Schedule above.

3. If coverage for liability arising out of the "products-completed operations hazard" is provided, the Products-Completed Operations Aggregate Limit shown in the Schedule above 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". Any payments made for such damages shall reduce the Products-Completed Operations Aggregate Limit shown in the Schedule above. Such payments shall not reduce the Total Aggregate Limit shown in the Schedule above, the General Aggregate Limit shown in the Schedule above or the Designated Construction Project Aggregate Limit for any designated construction project shown in the Schedule above.
4. Subject to the Total Aggregate Limit and the General Aggregate Limit shown in the Schedule above and described in 1.b. and 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to the Total Aggregate Limit and either the Designated Construction Project Aggregate Limit or the General Aggregate Limit, or subject to the Products-Completed Operations Aggregate Limit, shown in the Schedule above and described in 1.b., 1.c., 2. and 3. above, whichever apply or applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to the Each Occurrence Limit shown in the Schedule above and described in 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to the Each Occurrence Limit shown in the Schedule above and described in 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT AND DESIGNATED LOCATION(S) AND DESIGNATED CONSTRUCTION PROJECT(S) AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

The Limits of Insurance shown in the Declarations are deleted and replaced by the following:

Total Aggregate Limit (Other Than Products-Completed Operations)	\$	
Designated Location(s) Aggregate Limit (Other Than Products-Completed Operations)	\$	
Designated Construction Project(s) Aggregate Limit (Other Than Products-Completed Operations)	\$	
General Aggregate Limit (Other Than Products-Completed Operations)	\$	
Products-Completed Operations Aggregate Limit	\$	
Personal and Advertising Injury Limit	\$	Any one person or organization
Each Occurrence Limit	\$	
Damage To Premises Rented To You Limit	\$	Any one premises
Medical Expense Limit	\$	Any one person
Designated Location(s):		
Designated Construction Project(s):		

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

Section III – Limits of Insurance is deleted in its entirety and replaced by the following:

SECTION III – LIMITS OF INSURANCE

1. a. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought;

- (3) Persons or organizations making claims or bringing "suits";
 - (4) Designated "location(s)" shown in the Schedule above; or
 - (5) Designated construction project(s) shown in the Schedule above.
- b. The Total Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit, all amounts under the Designated Project Aggregate Limit, and all amounts under the General Aggregate Limit. This includes:
- (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
- c. Subject to the Total Aggregate Limit shown in the Schedule above and described in b. above, a Designated Location Aggregate Limit is provided and is also shown in the Schedule above. The Designated Location Aggregate Limit is subject to all of the following provisions:
- (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents; which can be attributed only to operations at a single designated "location" shown in the Schedule above.
 - (2) The Designated Location Aggregate Limit applies separately to each designated "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit shown in the Schedule above and described in 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit shown in the Schedule above and described in 2. below applies to such damages.
 - (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies shall reduce both the Total Aggregate Limit shown in the Schedule above and the Designated Location Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Schedule above and described in 2. below, nor shall they reduce the Designated Location Aggregate Limit for any other designated "location" shown in the Schedule above.
- d. Subject to the Total Aggregate Limit shown in the Schedule above and described in b. above, a Designated Construction Project Aggregate Limit is provided and is also shown in the Schedule above. The Designated Construction Project Aggregate Limit is subject to all of the following provisions:
- (1) The Designated Construction Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents; which can be attributed only to operations at a single designated construction project shown in the Schedule above.
 - (2) The Designated Construction Project Aggregate Limit applies separately to each designated construction project.
 - (3) The Designated Construction Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit shown in the Schedule above and described in 3. below applies to such damages.
 - (4) The Designated Construction Project Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit shown in the Schedule above and described in 2. below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Construction Project Aggregate Limit applies shall reduce both the Total Aggregate Limit shown in the Schedule above and the Designated Construction Project Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Schedule above and described in 2. below, nor shall they reduce the Designated Construction Project Aggregate Limit for any other designated construction project shown in the Schedule above.
 - (6) If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
2. Subject to the Total Aggregate Limit shown in the Schedule above and described in 1.b. above, a General Aggregate Limit is provided and is also shown in the Schedule above. The General Aggregate Limit is subject to all of the following provisions:
 - a. The General Aggregate Limit is the most we will pay for the sum of:
 - (1) Damages under Coverage A because of "bodily injury" or "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, which cannot be attributed only to operations at a single designated "location" or designated construction project shown in the Schedule above; and
 - (2) Damages under Coverage B.
 - b. The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit shown in the Schedule above and described in 3. below applies to such damages.
 - c. Any payments made for damages or medical expenses to which the General Aggregate Limit applies shall reduce both the Total Aggregate Limit shown in the Schedule above and the General Aggregate Limit shown in the schedule above. Such payments shall not reduce the Designated Location Aggregate Limit or the Designated Construction Project Aggregate Limit shown in the Schedule above.
 3. If coverage for liability arising out of the "products-completed operations hazard" is provided, the Products-Completed Operations Aggregate Limit shown in the Schedule above 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". Any payments made for such damages shall reduce the Products-Completed Operations Aggregate Limit shown in the Schedule above. Such payments shall not reduce the Total Aggregate Limit shown in the Schedule above, the General Aggregate Limit shown in the Schedule above, the Designated Location Aggregate Limit for any designated "location" shown in the Schedule above, or the Designated Construction Project Aggregate Limits for any designated construction project shown in the Schedule above.
 4. Subject to the Total Aggregate Limit and the General Aggregate Limit shown in the Schedule above and described in 1.b. and 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
 5. Subject to the Total Aggregate Limit and either the Designated Location Aggregate Limit, the Designated Construction Project Aggregate Limit, or the General Aggregate Limit, or subject to the Products-Completed Operations Aggregate Limit, shown in the Schedule above and described in 1.b., 1.c., 1.d., 2. and 3. above, whichever apply or applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
 6. Subject to the Each Occurrence Limit shown in the Schedule above and described in 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
 7. Subject to the Each Occurrence Limit shown in the Schedule above and described in 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

“Location” means any premises owned by or rented to you shown in the Schedule above. For the purposes of determining the applicable aggregate limit of insurance, each “location” that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad, shall be considered a single “location”.

POLICY NUMBER:

ELECTRONIC DATA LIABILITY DECLARATIONS

**THIS POLICY PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE POLICY AND ITS PROVISIONS CAREFULLY.**

NAMED INSURED:

POLICY PERIOD: FROM TO
AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS

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

LIMITS OF INSURANCE

\$ EACH ELECTRONIC DATA INCIDENT LIMIT
\$ AGGREGATE LIMIT

RETROACTIVE DATE: (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

THIS INSURANCE DOES NOT APPLY TO "LOSS OF ELECTRONIC DATA" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN ABOVE.

BUSINESS DESCRIPTION:

FORM OF BUSINESS

INDIVIDUAL PARTNERSHIP JOINT VENTURE TRUST LIMITED LIABILITY COMPANY
 ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY)

FORMS AND ENDORSEMENTS

ENDORSEMENTS ATTACHED TO THIS POLICY:
See Listing of Forms and Endorsements Forming Part of This Policy

CLASSIFICATION AND PREMIUM

CLASSIFICATION	CODE NUMBER	PREMIUM BASE	RATE	ADVANCE PREMIUM
			\$	\$
			\$	\$
			\$	\$
STATE TAX OR OTHER (if applicable):				\$
TOTAL PREMIUM FOR THIS COVERAGE PART:				\$

AUDIT PERIOD (IF APPLICABLE) ANNUALLY SEMI-ANNUALLY QUARTERLY MONTHLY

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

SERFF Tracking Number: REGU-125938211 State: Arkansas
Filing Company: Discover Property & Casualty Insurance State Tracking Number: EFT \$50
Company
Company Tracking Number: DPC-GL-F-08
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability
Product Name: Discover GL Revision Filing 2008
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125938211 State: Arkansas
Filing Company: Discover Property & Casualty Insurance State Tracking Number: EFT \$50
Company
Company Tracking Number: DPC-GL-F-08
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability
Product Name: Discover GL Revision Filing 2008
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 01/09/2009

Comments:

Attachment:

AR NAIC Transmittal.pdf

Satisfied -Name: Exhibit 1 - Mark-Up of Form
Revisions **Review Status:** Approved 01/09/2009

Comments:

Attachment:

2 - Exhibit 1 - Mark-Up of Form Revisions.pdf

Satisfied -Name: Filing Authorization Letter **Review Status:** Approved 01/09/2009

Comments:

Attachment:

1 - Filing Authorization Letter.pdf

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # DPC-GL-F-08

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

Discover Property & Casualty Insurance Company (DP&C) is submitting a General Liability forms filing.

DP&C is filing several new endorsements for use with their Commercial General Liability program. These forms are commonly requested by insureds and DP&C is seeking approval in an effort to serve its customers more completely. None of these endorsements carry a premium charge.

DP&C is also making minor revisions to several of their existing forms. No coverage changes are intended with these revisions. All changes made are shown in annotated versions of the forms contained in this filing.

The corresponding rates and rules are not required to be filed.

This filing includes:

- State Required Filing Forms
- Independent Forms
- Exhibit 1 – Mark-Up of Form Revisions

A fee in the amount of \$50.00 is being submitted to cover the required filing fee.

We are requesting this filing become effective on or after March 1, 2009.

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 #: N/A - EFT
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.)**

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 #	DPC-GL-F-08			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	N/A			
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	Notice of Cancellation	DG 02 00 11 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Exclusion - Tobacco	DG 21 14 10 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Other Insurance	DG 24 19 11 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DG 24 19 12 04	
04	Other Insurance - Primary and Non Contributory	DG 24 28 11 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DG 24 28 12 07	
05	Amendment of Other Insurance Condition - All Projects Subject To a Wrap-Up Insurance Program - Excess Coverage	DG 24 35 04 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Total Aggregate Limit and Designated Location(s) Aggregate Limit	DG 25 00 05 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Total Aggregate Limit and Designated Construction Project(s) Aggregate Limit	DG 25 02 05 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Total Aggregate Limit and Designated Location(s) and Designated Construction Project(s) Aggregate Limit	DG 25 03 11 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Electronic Date Liability Declarations	DG DS 13 11 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	DG DS 13 12 04	
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. Other Insurance of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV) is replaced by the following:

This insurance is excess over any other valid and collectible insurance applying to the loss except for insurance bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

Notwithstanding the preceding paragraph, the insurance afforded by this policy is primary **and non-contributory** insurance with respect to those insureds to whom you are obligated by contract to provide primary insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE –
PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 4.a. of Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4.a. **Primary Insurance**

This insurance is primary either when required by written contract executed prior to loss or except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, **this insurance is non-contributory only if required by written contract executed prior to loss. Otherwise,** we will share with all that other insurance by the method described in Paragraph **c.** below.

<p>ELECTRONIC DATA LIABILITY DECLARATIONS</p>	<p>POLICY NUMBER:</p>
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**THIS POLICY PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE POLICY AND ITS PROVISIONS CAREFULLY.**

<p>NAMED INSURED:</p>	<p>POLICY PERIOD: FROM TO AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS</p>
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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE

\$	EACH ELECTRONIC DATA INCIDENT LIMIT
\$	AGGREGATE LIMIT

RETROACTIVE DATE: (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

THIS INSURANCE DOES NOT APPLY TO "LOSS OF ELECTRONIC DATA" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN ABOVE.

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ENDORSEMENTS ATTACHED TO THIS POLICY:

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CLASSIFICATION AND PREMIUM

CLASSIFICATION	CODE NUMBER	PREMIUM BASE	RATE	ADVANCE PREMIUM
			\$	\$
			\$	\$
			\$	\$
STATE TAX OR OTHER (if applicable):				\$
TOTAL PREMIUM FOR THIS COVERAGE PART:				\$

AUDIT PERIOD (IF APPLICABLE) ANNUALLY SEMI-ANNUALLY QUARTERLY MONTHLY

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

DISCOVER INSURANCE

December 1, 2008

RE: Authority for Insurance Regulatory Consultants, LLC to Process Filings on behalf of Discover Property & Casualty Insurance Company

Dear Regulatory Official:

Please accept this letter as the authorization for representatives of Insurance Regulatory Consultants, LLC, to prepare and submit, on behalf of Discover Property & Casualty Insurance Company filings in your state. This authorization includes our permission for representatives of Insurance Regulatory Consultants, LLC, to receive and respond to any inquiries that you may raise on these filings.

This authority will continue in place until you receive, from Discover Property & Casualty Insurance Company, a written statement that the authority has been removed.

If you have any questions on this or need any additional information, please don't hesitate to contact me.

Very truly yours,



Arthur W. Wright
President

**Re: Discover Property & Casualty Insurance Company
NAIC Number: 3548-36463; FEIN Number: 36-2999370
General Liability Revision Filing**