

SERFF Tracking Number: SEPX-125988634 State: Arkansas
Filing Company: Sentry Select Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CA AR08980DOF01
TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
Product Name: Dealer Operations Program
Project Name/Number: 2009 Garage Changes/CA AR08980DOF01

Filing at a Glance

Company: Sentry Select Insurance Company

Product Name: Dealer Operations Program

TOI: 20.0 Commercial Auto

Sub-TOI: 20.0002 Garage

Filing Type: Form

Effective Date Requested (New): 04/01/2009

Effective Date Requested (Renewal): 04/01/2009

SERFF Tr Num: SEPX-125988634 State: Arkansas

SERFF Status: Closed

Co Tr Num: CA AR08980DOF01

Co Status:

Author: SPI SentryInsurancePC

Date Submitted: 01/14/2009

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi,
Llyweyia Rawlins

Disposition Date: 01/15/2009

Disposition Status: Approved

Effective Date (New): 04/01/2009

Effective Date (Renewal):

04/01/2009

State Filing Description:

General Information

Project Name: 2009 Garage Changes

Project Number: CA AR08980DOF01

Reference Organization: N/A

Reference Title:

Filing Status Changed: 01/15/2009

State Status Changed: 01/14/2009

Corresponding Filing Tracking Number:

Filing Description:

This filing is to inform your department that we wish to make the following forms revisions for our Garage program for Sentry Select Insurance Company (Dealer Operations Program) for policies written April 1, 2009, and after:

* We have revised endorsement CA 87 26 (Floorplan Exclusion Endorsement) for clarification. We have removed the "covered" from the term "covered auto", as the endorsement removes coverage for the autos referenced. We feel the exclusion is clear, but is more simply stated with the removal of the word "covered".

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number: N/A

Advisory Org. Circular:

Deemer Date:

SERFF Tracking Number: *SEPX-125988634* *State:* *Arkansas*
Filing Company: *Sentry Select Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CA AR08980DOF01*
TOI: *20.0 Commercial Auto* *Sub-TOI:* *20.0002 Garage*
Product Name: *Dealer Operations Program*
Project Name/Number: *2009 Garage Changes/CA AR08980DOF01*

* We have introduced a new coverage, Specified Statutes Suit Defense, with endorsement CA 87 38. This form filing corresponds to our rate/rule filing under company tracking number CA OK08980DOR01. This coverage is optional, and provides defense only coverage for certain alleged violations of specifically listed statutes.

* Endorsement CA 88 50 (Operations Defense Costs) has been revised for clarification purposes; with no change in coverage intended. Please refer to the filing memorandum included for these changes.

* Endorsement CA 88 57 (Broadened Garage Coverage) has been revised for clarification. Please see the filing memorandum for a listing of all changes to this endorsement.

* Endorsement CA 88 95 (Auto Dealers Economic Loss Coverage - New Vehicles) has been revised to correct a grammatical error - the word "for" has been changed to "or" under the Limits of Insurance section. Also, the defined words "Actual Dealer Cost" and "Actual Retail Price" have been capitalized.

Annotated versions of the above endorsements have been included.

Feel free to contact me with any questions.

Thanks,

Dan Zastava
Compliance/Development Analyst
Sentry Insurance
715-346-8210

Company and Contact

Filing Contact Information

Dan Zastava, Compliance and Development Sr. dan.zastava@sentry.com
Analyst
1800 North Point Drive (715) 346-8210 [Phone]

SERFF Tracking Number: SEPX-125988634 State: Arkansas
Filing Company: Sentry Select Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CA AR08980DOF01
TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
Product Name: Dealer Operations Program
Project Name/Number: 2009 Garage Changes/CA AR08980DOF01

Stevens Point, WI 54481 (715) 346-6044[FAX]

Filing Company Information

Sentry Select Insurance Company CoCode: 21180 State of Domicile: Wisconsin
1800 North Point Drive Group Code: 169 Company Type:
Stevens Point, WI 54481 Group Name: Sentry Insurance State ID Number:
Group
(715) 346-6000 ext. [Phone] FEIN Number: 36-2674180

SERFF Tracking Number: SEPX-125988634 State: Arkansas
Filing Company: Sentry Select Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CA AR08980DOF01
TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
Product Name: Dealer Operations Program
Project Name/Number: 2009 Garage Changes/CA AR08980DOF01

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 per forms filing; no limit on # of forms.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Sentry Select Insurance Company	\$50.00	01/14/2009	25024822

SERFF Tracking Number: SEPX-125988634 State: Arkansas
Filing Company: Sentry Select Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CA AR08980DOF01
TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
Product Name: Dealer Operations Program
Project Name/Number: 2009 Garage Changes/CA AR08980DOF01

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	01/15/2009	01/15/2009

SERFF Tracking Number: *SEPX-125988634* *State:* *Arkansas*
Filing Company: *Sentry Select Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CA AR08980DOF01*
TOI: *20.0 Commercial Auto* *Sub-TOI:* *20.0002 Garage*
Product Name: *Dealer Operations Program*
Project Name/Number: *2009 Garage Changes/CA AR08980DOF01*

Disposition

Disposition Date: 01/15/2009

Effective Date (New): 04/01/2009

Effective Date (Renewal): 04/01/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SEPX-125988634 State: Arkansas
 Filing Company: Sentry Select Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: CA AR08980DOF01
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
 Product Name: Dealer Operations Program
 Project Name/Number: 2009 Garage Changes/CA AR08980DOF01

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms Memorandum, Annotated CA 87 26, Annotated CA 88 50, Annotated CA 88 57, Annotated CA 88 95	Approved	Yes
Form	Floorplan Exclusion Endorsement	Approved	Yes
Form	Specified Statutes Suit Defense - Additional Insurance	Approved	Yes
Form	Operations Defense Costs - Additional Insurance	Approved	Yes
Form	Broadened Garage Coverage Endorsement	Approved	Yes
Form	Auto Dealers Economic Loss Coveage - New Vehicles	Approved	Yes

SERFF Tracking Number: SEPX-125988634 State: Arkansas
 Filing Company: Sentry Select Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: CA AR08980DOF01
 TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
 Product Name: Dealer Operations Program
 Project Name/Number: 2009 Garage Changes/CA AR08980DOF01

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Floorplan Exclusion Endorsement	CA 87 26	04-09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CA 87 26 Previous Filing #:		CA 87 26.PDF
Approved	Specified Statutes Suit Defense - Additional Insurance	CA 87 38	04-09	Endorsement/Amendment/Conditions New		0.00	CA 87 38.PDF
Approved	Operations Defense Costs - Additional Insurance	CA 88 50	04-09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CA 88 50 Previous Filing #:		CA 88 50.PDF
Approved	Broadened Garage Coverage Endorsement	CA 88 57	04-09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CA 88 57 Previous Filing #:		CA 88 57.PDF
Approved	Auto Dealers Economic Loss Coveage - New Vehicles	CA 88 95	04-09	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CA 88 95 Previous Filing #:		CA 88 95.PDF



FLOORPLAN EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

Exclusion 4.c. of SECTION IV - PHYSICAL DAMAGE COVERAGE Paragraph B. EXCLUSIONS is replaced by the following:

c. "Loss" to an "auto" insured under any:

- (1) Floorplan or other physical damage insurance program provided by the manufacturer, floorplanner or other lender; or
- (2) Other physical damage insurance coverage.

All other terms and provisions of this policy remain unchanged.

CA 87 26 04 09

WS 88-88999-01 00 081
09-17-08
PAGE 001



SPECIFIED STATUTES SUIT DEFENSE - ADDITIONAL INSURANCE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The coverages provided by this endorsement are applicable only to "garage operations" other than the ownership, maintenance or use of the covered "autos".

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

SCHEDULE

LIMITS OF INSURANCE:		
\$	Per Suit Limit	Per Suit Deductible \$
\$	Aggregate Limit of Insurance - All Suits	
STATUTES, ORDINANCES AND REGULATIONS TO WHICH THIS COVERAGE APPLIES:		
.Fair Credit Reporting Act; .Equal Credit Opportunity Act; .Gramm-Leach-Bliley Act; .Drivers Privacy Protection Act (18 U.S.C. SubSection 2721-2725); .Telephone Consumer Protection Act; .Controlling the Assault of Non-Solicited Pornography and Marketing Act; .Presidential Executive Order 13224 and Office of Foreign Assets Control regulations .Federal Patent Infringement Law		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

I. SECTION II - LIABILITY COVERAGE is changed as follows:

- A. Paragraph A. COVERAGE subparagraph 1. "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS" is amended by the addition of the following:
 - 1. We will pay defense costs to your "attorneys" for defending a "Specified Statutes Suit" brought against you during the policy period.
 - 2. We have the right, but not the duty, to investigate any "Specified Statutes Suit" and defend or settle that suit at our option. If we elect to:
 - a. Settle, we will pay all settlement costs in excess of your deductible up to the limit of insurance for this coverage.

CA 87 38 04 09

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

SPECIFIED STATUTES SUIT DEFENSE
ADDITIONAL INSURANCE - CONTINUED

- b. Pay defense costs, settlement will be at your option and at your expense, except for the defense costs subject to this insurance.
 3. Our payment of the LIMIT OF INSURANCE of this additional insurance ends any obligation we may have to defend you against a "Specified Statutes Suit".
 4. Nothing in this coverage will serve to impair the client relationship between you and your "attorneys".
- B. For this endorsement only, paragraph A. COVERAGE subparagraph 3. WHO IS AN INSURED is replaced with:
3. WHO IS AN INSURED
Only you are an "insured".
- C. Paragraph B. EXCLUSIONS is amended by the addition of the following:
- This additional insurance does not apply to the cost of defending:
1. Any dishonest, fraudulent, intentional, or criminal act or omission committed by you or at your direction;
 2. Allegations which claim damages for "bodily injury", "property damage" or "personal and advertising injury";
 3. Allegations to enforce a warranty agreement or mechanical break-down agreement provided or sold by you;
 4. Allegations of a duty to withdraw, recall, inspect, repair, replace, adjust, remove, or dispose of your "product" or your "work" because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in the "product" or "work";
 5. Any "Specified Statutes Suit" brought as a result of your intentional refusal to negotiate a reasonable settlement prior to the "Specified Statute Suit";
 6. Allegations arising out of your activities as an insurance agent, broker or solicitor;
 7. Any violation of an odometer, disclosure of prior damage, truth-in-lending or truth-in-leasing law; or
 8. Allegations which are covered by other valid and collectible insurance.
- D. Paragraph C. LIMIT OF INSURANCE is amended as follows:
1. The following is added to paragraph 1. AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

CA 87 38 04 09

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

SPECIFIED STATUTES SUIT DEFENSE
ADDITIONAL INSURANCE - CONTINUED

The Aggregate Limit of Insurance - All Suits shown in the Declarations and these rules fix the most we will pay, regardless of the number of:

- a. "Insureds";
- b. Acts, omissions, or civil violations which result in "Specified Statutes Suits";
- c. "Specified Statutes Suits" brought; or
- d. Persons or organizations bringing "Specified Statutes Suits";

for the defense of all "Specified Statutes Suits" brought within 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. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limits of Insurance - All Suits.

2. The following is added to paragraph 2. EACH "ACCIDENT" LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS":

The Per Suit Limit of Insurance is the most we will pay, regardless of the number of:

- a. "Insureds";
- b. Statutes, ordinances, or regulations involved;
- c. Acts, omissions, or violations which result in the "Specified Statutes Suit"; or
- d. Persons or organizations bringing the "Specified Statutes Suit" for defense of a "Specified Statutes Suit".

3. The following is added for the coverage provided by this endorsement only:

- a. Following the conclusion of a "Specified Statutes Suit", we will pay all sums covered by this additional insurance that are reasonable and necessary amounts due your "attorneys" within 30 days of receiving their itemized bill. However, the covered defense costs:

- (1) Must be at prevailing rates usual to the locality for the nature of the work; and

CA 87 38 04 09

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

JAN 88-88999-01 00 081
09-16-08
PAGE 003 of 006

SPECIFIED STATUTES SUIT DEFENSE
ADDITIONAL INSURANCE - CONTINUED

- (2) Must include your "attorney's" daily record of services performed, costs incurred, and verifiable documentation of expenses.
 - b. If a "Specified Statutes Suit" contains allegations not covered by this additional insurance, we will only pay that portion of your "attorney's" bill pertaining to defense of a "Specified Statutes Suit" to which this insurance applies.
- E. DEDUCTIBLE
- Our obligation to pay defense costs, expenses, or settle a "Specified Statutes Suit" applies only in excess of the Deductible stated in the Declarations.

II. SECTION V - GARAGE CONDITIONS is changed as follows:

- A. For the purposes of this endorsement only, paragraph A. LOSS CONDITIONS subparagraph 2. DUTIES IN THE EVENT OF ACCIDENT CLAIM SUIT OR LOSS is replaced with the following:
 - 2. DUTIES IN THE EVENT OF A SPECIFIED STATUTES SUIT

In the event of "Specified Statutes Suit", you must give us (or our authorized representative) prompt notice of the "Specified Statutes Suit". Include:

 - (1) All legal papers and documents pertaining to the "Specified Statutes Suit";
 - (2) How and when the act or omission causing the "Specified Statutes Suit" took place;
 - (3) The names and addresses of persons involved or witnesses.
 - a. You must also cooperate and assist us:
 - (1) In our investigations;
 - (2) If we elect to defend, in the defense; and
 - (3) If we decide to enforce contribution, subrogation, or indemnification of payments made by us.
- B. For the purpose of this endorsement only, Paragraph B. GENERAL CONDITIONS subparagraph 5. OTHER INSURANCE is replaced by the following:
 - 5. OTHER INSURANCE
 - a. This additional insurance is excess over any other valid and collectible insurance and shall not contribute to it.

CA 87 38 04 09

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

JAN 88-88999-01 00 081
09-16-08
PAGE 004 of 006

SPECIFIED STATUTES SUIT DEFENSE
ADDITIONAL INSURANCE - CONTINUED

- b. If other valid and collectible insurance does not pay your defense costs, we will pay to the extent this additional insurance would apply in the absence of other insurance. However, we will then be entitled to your rights against the other insurance.
- C. For this endorsement only, paragraph B. GENERAL CONDITIONS subparagraph 7. POLICY PERIOD, COVERAGE TERRITORY is replaced with the following:

7. POLICY PERIOD, COVERAGE TERRITORY

This insurance applies only to a "Specified Statutes Suit" filed against you in the United States of America, its territories or possessions, or Puerto Rico.

III. ADDITIONAL DEFINITIONS

As used in this endorsement:

- A. "Attorney" means any person holding a license in good standing to practice law in any jurisdiction of the United States, its possessions or territories, the District of Columbia or Canada.
- B. "Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.
- C. "Mental injury" means humiliation, shock, fright, hurt or damage as it relates to an individual's emotional and intellectual well-being.
- D. "Personal and advertising injury" means "mental anguish", "mental injury", or injury, including consequential "bodily injury" arising out of one or more of the following offenses:
1. False arrest, detention, or imprisonment;
 2. Malicious prosecution;
 3. 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;
 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 5. Common law violation of a person's right of privacy.
 6. Use of another's advertising idea in your advertisement;

CA 87 38 04 09

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

JAN 88-88999-01 00 081
09-16-08
PAGE 005 of 006



SPECIFIED STATUTES SUIT DEFENSE
ADDITIONAL INSURANCE - CONTINUED

7. Infringement of copyright, title or slogan in your advertisement.
 8. Errors in the description of any product, prize or price committed in a joint advertising venture;
 9. Any alleged breach of contract in a joint advertising venture; or
 10. Discrimination or harassment, except employment related discrimination or harassment.
- E. "Products" means the goods or products, other than real property, that you make, sell, handle, distribute, rent, or lease to others.
- F. "Specified Statutes Suit" means a civil proceeding, arbitration or mediation brought against you by or on behalf of a customer of yours and arising out of an alleged violation of one or more of the specific statutes, ordinances, or regulations listed in the schedule of this endorsement (or shown in the Garage Declarations as applicable to this coverage).
- G. "Work" means installation, service, or repair operations performed by you or by someone else at your request.

All other terms and provisions of this policy remain unchanged.

CA 87 38 04 09

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

JAN 88-88999-01 00 081
09-16-08
PAGE 006 of 006



OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The coverages provided by this endorsement are applicable only to "garage operations" other than the ownership, maintenance or use of the covered "autos".

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

I. SECTION II - LIABILITY COVERAGE is changed as follows:

- A. Paragraph A. COVERAGE subparagraph 1. "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS" is amended by the addition of the following:
1. We will pay defense costs to your "attorneys" for defending "Operations Suits" brought against you during the policy period.
 2. We have the right, but not the duty, to investigate any "Operations Suit" and defend or settle that suit at our option. If we elect to:
 - a. Settle, we will pay all settlement costs in excess of your deductible up to the limit of insurance for this coverage.
 - b. Pay defense costs, settlement will be at your option and at your expense, except for the defense costs subject to this insurance.
 3. Our payment of the LIMIT OF INSURANCE of this additional insurance ends any obligation we may have to defend you against an "Operations Suit".
 4. Nothing in this coverage will serve to impair the client relationship between you and your "attorneys".
- B. For this endorsement only, paragraph A. COVERAGE subparagraph 3. WHO IS AN INSURED is replaced with:
3. WHO IS AN INSURED
Only you are an "insured".
- C. Paragraph B. EXCLUSIONS is amended by the addition of the following:
- This additional insurance does not apply to the cost of defending:
1. Any dishonest, fraudulent, intentional, or criminal act or omission committed by you or at your direction;
 2. Allegations which claim damages for "bodily injury", "property damage" or "personal and advertising injury"

CA 88 50 04 09

Includes copyrighted material of Insurance Services Office, Inc., with its permission.



OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

3. Allegations to enforce a warranty agreement or mechanical break-down agreement provided or sold by you;
 4. Allegations of a duty to withdraw, recall, inspect, repair, replace, adjust, remove, or dispose of your "product" or your "work" because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in the "product" or "work";
 5. Any "Operations Suits" brought as a result of your intentional refusal to negotiate a reasonable settlement prior to the "Operations Suit";
 6. Allegations arising out of your activities as an insurance agent, broker or solicitor;
 7. Any violation of an odometer, disclosure of prior damage, truth-in-lending or truth-in-leasing law; or
 8. Allegations which are covered by other valid and collectible insurance.
- D. Paragraph C. LIMIT OF INSURANCE is amended as follows:
1. The following is added to paragraph 1. AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

The Aggregate Limit of Insurance - "Operations Suits" shown in the Declarations and these rules fix the most we will pay, regardless of the number of:
 - a. "Insureds";
 - b. Acts or omissions which result in "Operations Suits";
 - c. "Operations Suits" brought; or
 - d. Persons or organizations bringing "Operations Suits";for the defense of all "Operations Suits" brought within 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. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance - "Operations Suits".
 2. The following is added to paragraph 2. EACH "ACCIDENT" LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS":

The Per "Operations Suit" Limit of Insurance is the most we will pay, regardless of the number of:

CA 88 50 04 09

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

JAN 88-88999-01 00 081
09-09-08
PAGE 002 of 005



OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

- a. "Insureds";
- b. Acts or omissions which result in the "Operations Suit"; or
- c. Persons or organizations bringing the "Operations Suit";

for defense of an "Operations Suit".

3. The following is added for the coverage provided by this endorsement only:

- a. Following the conclusion of an "Operations Suit", we will pay all sums covered by this additional insurance that are reasonable and necessary amounts due your "attorneys" within 30 days of receiving their itemized bill. However, the covered defense costs:

- (1) Must be at prevailing rates usual to the locality for the nature of the work; and
- (2) Must include your "attorney's" daily record of services performed, costs incurred, and verifiable documentation of expenses.

- b. If an "Operations Suit" contains allegations not covered by this additional insurance, we will only pay that portion of your "attorney's" bill pertaining to defense of an "Operations Suit" to which this insurance applies.

E. DEDUCTIBLE

Our obligation to pay defense costs, expenses, or settle an "Operations Suit" applies only in excess of the Deductible stated in the Declarations.

II. SECTION V - GARAGE CONDITIONS is changed as follows:

- A. For the purposes of this endorsement only, paragraph A. LOSS CONDITIONS subparagraph 2. DUTIES IN THE EVENT OF ACCIDENT CLAIM SUIT OR LOSS is replaced with the following:

2. DUTIES IN THE EVENT OF OPERATIONS SUIT

- a. In the event of "Operations Suit", you must give us (or our authorized representative) prompt notice of the "Operations Suit". Include:
 - (1) All legal papers and documents pertaining to the "Operations Suit";
 - (2) How and when the act or omission causing the "Operations Suit" took place;
 - (3) The names and addresses of persons involved or witnesses.

CA 88 50 04 09

Includes copyrighted material of Insurance Services Office, Inc., with its permission.



OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

- b. You must also cooperate and assist us:
 - (1) In our investigations;
 - (2) If we elect to defend, in the defense; and
 - (3) If we decide to enforce contribution, subrogation, or indemnification of payments made by us.
- B. For the purpose of this endorsement only, Paragraph B. GENERAL CONDITIONS subparagraph 5. OTHER INSURANCE is replaced by the following:
 - 5. OTHER INSURANCE
 - a. This additional insurance is excess over any other valid and collectible insurance and shall not contribute to it.
 - b. If other valid and collectible insurance does not pay your defense costs, we will pay to the extent this additional insurance would apply in the absence of other insurance. However, we will then be entitled to your rights against the other insurance.
- C. For this endorsement only, paragraph B. GENERAL CONDITIONS subparagraph 7. POLICY PERIOD, COVERAGE TERRITORY is replaced with the following:
 - 7. POLICY PERIOD, COVERAGE TERRITORY

This insurance applies only to "Operations Suits" filed against you in the United States of America, its territories or possessions, Puerto Rico or Canada.

III. ADDITIONAL DEFINITIONS

As used in this endorsement:

- A. "Attorney" means any person holding a license in good standing to practice law in any jurisdiction of the United States, its possessions or territories, the District of Columbia or Canada.
- B. "Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.
- C. "Mental injury" means humiliation, shock, fright, hurt or damage as it relates to an individual's emotional and intellectual well-being.
- D. "Operations Suit" means a civil proceeding, arbitration or mediation brought against you by or on behalf of a customer of yours and arising out of your "products" or "work".
- E. "Personal and advertising injury" means "mental anguish", "mental injury", or injury, including consequential "bodily injury", arising out of one or more of the following offenses:

CA 88 50 04 09

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

JAN 88-88999-01 00 081
09-09-08
PAGE 004 of 005



OPERATIONS DEFENSE COSTS - ADDITIONAL INSURANCE - CONTINUED

1. False arrest, detention, or imprisonment;
 2. Malicious prosecution;
 3. 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;
 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 5. Common law violation of a person's right of privacy.
 6. Use of another's advertising idea in your advertisement;
 7. Infringement of copyright, title or slogan in your advertisement.
 8. Errors in the description of any product, prize or price committed in a joint advertising venture;
 9. Any alleged breach of contract in a joint advertising venture; or
 10. Discrimination or harassment, except employment related discrimination or harassment.
- F. "Products" means the goods or products, other than real property, that you make, sell, handle, distribute, rent, or lease to others.
- G. "Work" means installation, service, or repair operations performed by you or by someone else at your request.

All other terms and provisions of this policy remain unchanged

CA 88 50 04 09

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

JAN 88-88999-01 00 081
09-09-08
PAGE 005 of 005



BROADENED GARAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SECTION I - PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

A. COVERAGE

We will pay all sums the "insured" legally must pay as damages, including punitive damages where insurable by law, because of "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the Coverage Territory and during the Policy Period.

We will have the right and duty to defend any "insured" against a suit asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Personal And Advertising Injury Limit of Insurance has been exhausted by payment of judgments or settlements.

1. WHO IS AN INSURED

The following are "insureds":

- a. You and your spouse.
- b. Your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses is an "insured" for "personal and advertising injury" resulting from conduct of any other partnership.
- c. Your "employees", executive officers, directors and stockholders but only while acting within the scope of their duties.

2. COVERAGE EXTENSIONS

Supplementary Payments

We will pay for the "insured":

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within the Personal And Advertising Injury Limit of Insurance.

CA 88 57 04 09



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the "insured" in any "suit" we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal And Advertising Injury Limit of Insurance.

These payments will not reduce the Personal And Advertising Injury Limit of Insurance.

B. EXCLUSIONS

1. This insurance does not apply to:

a. "Personal and advertising injury":

- (1) For which the "insured" has assumed liability under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
- (2) Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- (3) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
- (4) Arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
- (5) Arising out of any discrimination that includes an act that took place before the effective date of this insurance.
- (6) Arising out of any dishonest, malicious, fraudulent, criminal or intentional act, however, this exclusion does not apply to you if such act was committed by your "employee" (other than a partner, member, director, or executive officer) without your direction or your knowledge.
- (7) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

CA 88 57 04 09



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

- (8) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- (9) Arising out of the wrong description of the price of goods products or services stated in your "advertisement".
- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

It is understood that this exclusion is not limited to "personal and advertising injury" arising out of environmental damage or pollution of the environment. Rather, it applies to all "personal and advertising injury" within the scope of this exclusion, including, for example only and without limitation, exposure to "pollutants" within a residential or commercial building.

- (11) Arising out of an electronic chatroom or bulletin board the "insured" hosts, owns or over which the "insured" exercises control.
- (12) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- (13) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your "advertisement" of copyright, trade dress or slogan.

- (14) Arising directly or indirectly out of:
 - (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

CA 88 57 04 09



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

(15) To:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that persons employment; or
 - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or
- (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (i), (ii) or (iii) above is directed.

This exclusion applies:

- (a) Whether the "insured" may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (16) Arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
 - (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
 - (c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law including the Fair and Accurate Credit Transaction Act (FACTA); or
 - (d) The Fair Debt Collection Practices Act (FDCPA), including any amendment of or addition to such law; or
 - (e) Any federal, state or local statute, ordinance or regulation other than the TCPA or CAN-SPAM Act of 2003, FCRA or FDCPA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

CA 88 57 04 09



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

- (17) Arising out of any violation of any statute, law (except common law violation of a person's right of privacy) or ordinance pertaining to a person's right of privacy.
- (18) Arising out of any insured's failure to comply with any responsibilities or duties required by the Americans with Disabilities Act.

b. Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement 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".

This exclusion applies whether or not the "pollutants" have any function in your business, operations, premises, site or location.

It is understood that this exclusion is not limited to loss, cost, or expense arising out of environmental damage or pollution of the environment. Rather, it applies to all loss, cost or expense within the scope of this exclusion, including, for example only and without limitation, exposure to "pollutants" within a residential or commercial building.

2. The following is added to Paragraph B. EXCLUSIONS of SECTION II - LIABILITY COVERAGE:

PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

C. PERSONAL AND ADVERTISING INJURY LIMIT OF INSURANCE

Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" (if applicable) and regardless of the number of "insureds", claims made, or "suits" brought or persons or organizations making claim or bringing "suits", the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal And Advertising Injury Limit of Insurance shown in the Declarations.

The Each "Accident" Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" for Liability Coverage does not apply to damages we pay because of "personal and advertising injury".

D. ADDITIONAL DEFINITIONS

As used in this coverage:

CA 88 57 04 09



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. Notices that are published include material placed on the internet or on similar electronic means of communication; and
2. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the environment.

"Mental injury" means humiliation, shock, fright, hurt, or damage as it relates to an individual's emotional and intellectual well-being.

"Personal and advertising injury" means "mental anguish", "mental injury", or injury, including consequential "bodily injury", arising out of one or more of the following offenses:

1. False arrest, detention, or imprisonment;
2. Malicious prosecution;
3. 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;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
5. Common law violation of a person's right of privacy;
6. Use of another's advertising idea in your "advertisement";
7. Infringement of copyright, title or slogan in your "advertisement".
8. Errors in the description of any product, prize or price committed in a joint advertising venture;
9. Any alleged breach of contract in a joint advertising venture; or
10. Discrimination or harassment, except employment related discrimination or harassment.

SECTION II - HOST LIQUOR LIABILITY COVERAGE

LIABILITY COVERAGE is changed by adding the following:

CA 88 57 04 09



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

We will also pay all sums the "insured" legally must pay as damages because of "bodily injury" or "property damage" arising out of the giving or serving of alcoholic beverages at functions incidental to your garage business provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

SECTION III - LEGAL LIABILITY COVERAGE

LIABILITY COVERAGE for "garage operations" is changed as follows:

- A. The insurance applies to "property damage" to premises while leased or rented to you or temporarily occupied by you with the permission of the owner.
- B. Exclusion 6 does not apply to the insurance provided by SECTION III of this endorsement.
- C. Except for damage arising out of fire, explosion, water discharge or vehicle damage, our obligation to pay, on your behalf, for "property damage" under this coverage extension only applies to the amount of "property damage" in excess of a \$5,000 per "accident" deductible.

The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the "insured" against any "suit" seeking damages to which this insurance applies; and
- 2. Your duties in the event of an "accident", claim or "suit"

Apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

- D. Subject to the Aggregate Limit of Insurance - "Garage Operations" - Other Than Covered "Autos" (if applicable), the most we will pay for all "property damage" resulting from any one "accident" is \$100,000 unless another limit is shown in the Declarations Schedule for this endorsement.
- E. This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the "insured".

SECTION IV - INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

LIABILITY COVERAGE is changed by adding the following exclusion:

This insurance does not apply to any "insured" in the business or occupation of providing any of the services listed under the following definition.

As used in this coverage:

CA 88 57 04 09



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

"Bodily injury" also includes injury resulting from:

1. Providing or failing to provide any medical or related professional services;
2. Furnishing food or drink connected with any medical or other professional services; or
3. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

SECTION V - NON-OWNED WATERCRAFT COVERAGE

LIABILITY COVERAGE is changed as follows:

- A. Exclusion 11., WATERCRAFT OR AIRCRAFT is replaced by the following:

This insurance does not apply to:

- a. Any aircraft; or
- b. Any watercraft except a watercraft under 50 feet that is not owned by you nor being used to carry persons or property for a charge.

But this exclusion does not apply to watercraft while ashore on premises where you conduct "garage operations".

- B. If there is other applicable insurance covering damages payable under NON-OWNED WATERCRAFT COVERAGE, we will not make any payments under this coverage.

SECTION VI - ADDITIONAL PERSONS INSURED

LIABILITY COVERAGE is changed by adding the following to the WHO IS AN INSURED:

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your garage business.

SECTION VII - AUTOMATIC LIABILITY COVERAGE - NEWLY ACQUIRED GARAGE BUSINESS (90 days)

As used in this coverage:

"Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

"Insured" also includes as named "insured" any garage business that is acquired or formed by you or over which you maintain ownership or

CA 88 57 04 09



BROADENED GARAGE COVERAGE ENDORSEMENT - CONTINUED

majority interest. However, "insured" does not include any garage business:

1. That is a joint venture;
2. That is an "insured" under any other similar liability or indemnity policy;
3. That has exhausted its Limit of Insurance under any other similar liability or indemnity policy; or
4. 90 days or more after its acquisition or formation by you.

SECTION VIII - LIMITED WORLDWIDE LIABILITY COVERAGE

- A. The POLICY PERIOD, COVERAGE TERRITORY Garage Condition is changed by adding the following:

We also cover "bodily injury", "property damage" or "personal and advertising injury" that occurs during the policy period shown in the Declarations within the coverage territory.

For purposes of this endorsement, the coverage territory is extended to anywhere in the world if:

1. The "bodily injury", "property damage" or "personal and advertising injury" is caused by an "insured" who permanently lives within the coverage territory while the "insured" is temporarily outside of one of those places; or
2. The "personal and advertising injury" offense takes place through the Internet or similar electronic means of communication.

The original "suit" for damages resulting from such "bodily injury", "property damage" or "personal and advertising injury" must be brought within the coverage territory.

- B. We will not provide LIMITED WORLDWIDE LIABILITY COVERAGE for any "work you performed".

All other terms and provisions of this policy remain unchanged.

CA 88 57 04 09



AUTO DEALERS ECONOMIC LOSS COVERAGE - NEW VEHICLES

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

This policy is amended by the addition of the following:

SECTION IV - PHYSICAL DAMAGE COVERAGE

A. COVERAGE, is modified to include the following:

ECONOMIC LOSS.

We will pay for "economic loss" caused by collision or overturn including collision or overturn as a result of theft, provided the cost to repair the "auto" exceeds 10% of the "actual dealer cost".

We will only pay for "economic loss" under this endorsement if the "auto":

1. Is a private passenger vehicle or truck type with 10,000 GVW or less;
2. Has not been previously titled and registered;
3. Has an odometer reading of less than 6,000 miles; and
4. Has been repaired for the collision or overturn damage which resulted in "economic loss".

B. LIMITS OF INSURANCE

The most we will pay for "economic loss" to a covered "auto" is 10% of the "actual dealer cost" or the limit listed in the Declarations, whichever is less.

C. ADDITIONAL DEFINITIONS

SECTION VI - DEFINITIONS is modified, for this endorsement only, by the addition of the following:

"Actual dealer cost" is the amount of the dealer invoice plus any dealer installed (including subcontractor installed) accessories and enhancements, exclusive of profit, factory holdback, advertising and overhead expenses.

"Actual retail price" is the final retail price of the vehicle excluding taxes, title, registration and tags.

"Economic Loss" means the difference between the "actual dealer cost" and the "actual retail price" of a repaired "auto" when the "actual retail price" is less than the "actual dealer cost".

All other terms and provisions of this policy remain unchanged

CA 88 95 04 09

SERFF Tracking Number: *SEPX-125988634* *State:* *Arkansas*
Filing Company: *Sentry Select Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *CA AR08980DOF01*
TOI: *20.0 Commercial Auto* *Sub-TOI:* *20.0002 Garage*
Product Name: *Dealer Operations Program*
Project Name/Number: *2009 Garage Changes/CA AR08980DOF01*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: SEPX-125988634 State: Arkansas
Filing Company: Sentry Select Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: CA AR08980DOF01
TOI: 20.0 Commercial Auto Sub-TOI: 20.0002 Garage
Product Name: Dealer Operations Program
Project Name/Number: 2009 Garage Changes/CA AR08980DOF01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 01/15/2009

Comments:

Attachments:

AR - FORM FILING ABSTRACT F-1.PDF
AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF
AR - NAIC FORM FILING SCHEDULE.PDF

Satisfied -Name: Forms Memorandum, Annotated
CA 87 26, Annotated CA 88 50,
Annotated CA 88 57, Annotated CA
88 95 **Review Status:** Approved 01/15/2009

Comments:

Attachments:

Forms Memorandum.PDF
Annotated CA 87 26.PDF
Annotated CA 88 50.PDF
Annotated CA 88 57.PDF
Annotated CA 88 95.PDF

ARKANSAS INSURANCE DEPARTMENT

FORM FILING ABSTRACT

ALL QUESTIONS MUST BE ANSWERED

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

1. Date Filed 1/14/09

2. Company Name(s) Sentry Select Insurance Company

Group Name Sentry Insurance Group NAIC No. 21180 Group No. 169

3. (a) Annual Statement Line of Business Number (Page 14) 19.4

(b) Class of Business Commercial Auto (Garage)

© Coverages Affected Garage Coverage Form (endorsements revise this coverage form)

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

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

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

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

(b) Date of Filing _____

© Filing Designation Number or Description _____

PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM

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

Yes

8. Is the form filed in response to or due to legislation? If so, specify legislation.

No

9. Is the form in response to or due to recent court decisions? If so, give citation.

No

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



Signature

Dan Zastava

Title

715-346-8210

Telephone Number

Page 2 of 2

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
CA 87 26 03-06	4/1/09	CA 87 26 04-09	Floorplan Exclusion Endorsement Excludes coverage for autos insured under a floorplan or other physical damage insurance.
	4/1/09	CA 87 38 04-09	Specified Statutes Suit Defense - Additional Insurance
CA 88 50 10-01	4/1/09	CA 88 50 04-09	Adds additional limit for defense only coverage for alleged violations of certain statutes which are referenced in the endorsement.
	4/1/09	CA 88 57 04-09	Operations Defense Costs - Additional Insurance
CA 88 57 03-06	4/1/09	CA 88 57 04-09	Adds additional limit for "operations suits".
	4/1/09	CA 88 95 04-09	Broadened Garage Coverage Endorsement
CA 88 95 03-06	4/1/09	CA 88 95 04-09	Broadens the coverage found in the Garage Coverage Form in various aspects.
	4/1/09	CA 88 95 04-09	Auto Dealers Economic Loss Coverage - New Vehicles Adds coverage for economic loss to a covered auto.

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					

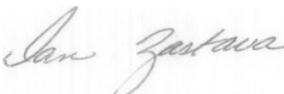
3. Group Name	Group NAIC #
Sentry Insurance Group	169

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Sentry Select Insurance Company	WI	21180	36-2674180	

5. Company Tracking Number	CA AR08980DOF01
-----------------------------------	-----------------

Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Dan Zastava 1800 North Point Drive Stevens Point WI 54481	Compliance and Development Analyst	715-346-6000 Ext. 8210	715-346-6044	dan.zastava@sentry.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Dan Zastava

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

9.	Type of Insurance (TOI)	20.0 Commercial Auto
10.	Sub-Type of Insurance (Sub-TOI)	20.0002 Garage
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	
12.	Company Program Title (Marketing Title)	Dealer Operations Program
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: 04/01/2009 Renewal: 04/01/2009
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	1/14/09
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	CA AR08980DOF01
------------	--	-----------------

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

This filing is to inform your department that we wish to make the following forms revisions for our Garage program for Sentry Select Insurance Company (Dealer Operations Program) for policies written April 1, 2009, and after:

* We have revised endorsement CA 87 26 (Floorplan Exclusion Endorsement) for clarification. We have removed the "covered" from the term "covered auto", as the endorsement removes coverage for the autos referenced. We feel the exclusion is clear, but is more simply stated with the removal of the word "covered".

* We have introduced a new coverage, Specified Statutes Suit Defense, with endorsement CA 87 38. This form filing corresponds to our rate/rule filing under company tracking number CA OK08980DOR01. This coverage is optional, and provides defense only coverage for certain alleged violations of specifically listed statutes.

* Endorsement CA 88 50 (Operations Defense Costs) has been revised for clarification purposes; with no change in coverage intended. Please refer to the filing memorandum included for these changes.

* Endorsement CA 88 57 (Broadened Garage Coverage) has been revised for clarification. Please see the filing memorandum for a listing of all changes to this endorsement.

* Endorsement CA 88 95 (Auto Dealers Economic Loss Coverage - New Vehicles) has been revised to correct a grammatical error - the word "for" has been changed to "or" under the Limits of Insurance section. Also, the defined words "Actual Dealer Cost" and "Actual Retail Price" have been capitalized.

Annotated versions of the above endorsements have been included.

Feel free to contact me with any questions.

Thanks,

Dan Zastava
 Compliance/Development Analyst
 Sentry Insurance
 715-346-8210

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>EFT</td> </tr> <tr> <td>Amount:</td> <td>\$50</td> </tr> </table> <p style="margin-top: 10px;">\$50 per forms filing; no limit on # of forms.</p> <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 #:	EFT	Amount:	\$50
Check #:	EFT				
Amount:	\$50				

***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 #	CA AR08980DOF01
-----------	--	-----------------

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	Floorplan Exclusion Endorsement	CA 87 26 04-09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 87 26 03-06	
02	Specified Statutes Suit Defense - Additional Insurance	CA 87 38 04-09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Operations Defense Costs - Additional Insurance	CA 88 50 04-09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 88 50 10-01	
04	Broadened Garage Coverage Endorsement	CA 88 57 04-09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 88 57 03-06	
05	Auto Dealers Economic Loss Coverage - New Vehicles	CA 88 95 04-09	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	CA 88 95 03-06	
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		

SSDO AUTO FORM FILING – 2009 Garage changes

(Revised) CA 87 26 - Floorplan Exclusion Endorsement

Clarification: Auto policies often use the words “covered auto” and this endorsement uses that wording. However, the endorsement excludes coverage for the autos that are being referenced so it is odd to refer to the “covered” auto only to state it is not covered. We feel the intent of the exclusion is clear, but it is more simply stated if you remove the word “covered” and just refer to an “auto”.

(New) CA 87 38 Specified Statutes Suit Defense – Additional Insurance

This optional endorsement reimburses the insured for defense costs incurred when a customer files a suit based on the alleged violation of specifically listed statutes, ordinances or regulations. In recent years, coverage for many of these claims has been excluded from the General Liability and Garage policies. This does not change that, but it does provide some limited coverage for defense costs:

- (1) Fair Credit Reporting Act: (FCRA)
- (2) Equal Credit Opportunity Act;
- (3) Gramm-Leach-Bliley Act;
- (4) Drivers Privacy Protection Act (18 U.S.C. § 2721 - 2725);
- (5) Telephone Consumer Protection Act (TCPA);
- (6) Controlling the Assault of Non-Solicited Pornography and Marketing Act; (CANSPAM)
- (7) Statutes governed, enforced or regulated by the Office of Foreign Assets Control;
- (8) Federal Patent Infringement Law (Title 35 U.S.C. § 271);

(Revised) CA 88 50 - Operations Defense Costs – Additional Insurance

We made several changes but they are clarifications with no change in coverage intent.

- § Introductory wording that is consistent with other ISO based forms has been added. It notes that the coverages provided by this endorsement are applicable only to "garage operations" other than the ownership, maintenance or use of the covered "autos". The other sentence notes that with respect to coverage provided by the endorsement, the provisions of the Coverage Form apply unless modified by the endorsement).
- § The words “during the policy period” have been added to the insuring agreement in the beginning of the endorsement (sentence I.A.1.) which replaces the deleted words “while this insurance is in effect” which appeared later in the endorsement (sentence II.A.C.7.b) under the section that changes the Garage Conditions-Policy Period and Coverage Territory.
- § We have revised the definition of “Personal and Advertising Injury” so it is the same as the definition in our other coverage forms and endorsements (this endorsement has not been updated in several years). These changes all broadened coverage when they were made on our other forms because they expanded the definition of Personal and Advertising Injury. However, the only purpose of defining “Personal and Advertising Injury” in this endorsement is to avoid any duplication of coverage (exclusion C.2. clarifies this endorsement does not apply to BI, PD, or Personal & Advertising Injury”). Therefore, the following changes have been made to keep the Personal and Advertising Injury definition the same as the other forms: The defined words “metal anguish” and “mental injury” were added; For the offense of Oral or Written Publication, the words “in any manor” were added; For the offence of a violation of privacy, the “oral or written publication of material” requirement was replaced with the broader “common law violation” wording; and the words “or harassment” have been added to the existing offense of discrimination.
- § There were additional small formatting clarifications, also with no change in coverage intent.

(Revised) CA 88 57 - Broadened Garage Endorsement

We have made the following clarifications to our Broadened Garage endorsement.

- § Clarification: The Personal & Advertising Injury coverage already has an exclusion for loss cost or expense related to testing or clean-up of pollution. We have added wording to reinforce that the exclusion applies whether or not the pollutants have any function in the business or operations, and that the exclusion is not limited to loss, cost, or expense arising out of environmental pollution.
- § Clarification: The Personal and Advertising Injury coverage already has an exclusion for the violation of any statute, law, or ordinance pertaining to a person's right of privacy. We believe that clearly encompasses violations of the Fair Credit Reporting Act (FCRA), Fair and Accurate Credit Transaction Act (FACTA), and Fair Debt Collection Practices Act (FDCPA). However, we are going to specifically reference these acts as excluded, as we do with the TCPA and CAN-SPAM acts.
- § Clarification: We have added the underlined wording shown below to exclusion 17. The wording in parenthesis, which is an exception to the exclusion, simply reflects the coverage provided under the definition of Personal and Advertising Injury.
 - (17) Arising out of any violation of any statute, law (except common law violation of a person's right of privacy) or ordinance pertaining to a person's right of privacy.
- § Clarification: The lead-in sentence to our definition of Personal and Advertising Injury includes specific references to coverage for Mental Anguish and Mental Injury. It also includes the ISO wording "including consequential bodily injury." However we just noticed that the word "injury" is included by itself anywhere within this sentence, despite the obvious intent that there is coverage. We have added the word "injury" to the lead-in sentence.
- § We have made other minor formatting changes with no intended change in coverage.

(Revised) CA 88 95 – Auto Dealers Economic Loss Coverage – New Vehicles

A typo has been corrected, changing the word "for" to "or". The typo was in the Limits of Insurance section, which says "The most we will pay for "economic loss" to a covered "auto" is 10% of the "actual dealer cost" for the limit listed in the Declarations, whichever is less". The word "for" did not make sense in the sentence and should have been "or". Also, the defined words "Actual Dealer Cost" "Actual Retail Price" have been capitalized.

FLOORPLAN EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

Exclusion 4.c. of SECTION IV – PHYSICAL DAMAGE COVERAGE Paragraph B. EXCLUSIONS is replaced by the following:

c. “Loss” to ~~an~~ “auto” insured under any:

Deleted: covered

- (1) Floorplan or other physical damage insurance program provided by the manufacturer, floorplanner or other lender; or
- (2) Other physical damage insurance coverage.

All other terms and provisions of this policy remain unchanged

Deleted: 03 06

OPERATIONS DEFENSE COSTS – ADDITIONAL INSURANCE

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

The coverages provided by this endorsement are applicable only to "garage operations" other than the ownership, maintenance or use of the covered "autos".

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

I. SECTION II - LIABILITY COVERAGE is changed as follows:

A. Paragraph A. COVERAGE subparagraph 1. "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS" is amended by the addition of the following:

1. We will pay defense costs to your "attorneys" for defending "Operations Suits" brought against you during the policy period.
2. We have the right, but not the duty, to investigate any "Operations Suit" and defend or settle that suit at our option. If we elect to:
 - a. Settle, we will pay all settlement costs in excess of your deductible up to the limit of insurance for this coverage.
 - b. Pay defense costs, settlement will be at your option and at your expense, except for the defense costs subject to this insurance.
3. Our payment of the LIMIT OF INSURANCE of this additional insurance ends any obligation we may have to defend you against an "Operations Suit".
4. Nothing in this coverage will serve to impair the client relationship between you and your "attorneys".

Deleted: to

Deleted: any "Operations Suit"

Deleted: Defend you against an "Operations Suit",

Deleted: , at your expense

Deleted: policy

B. For this endorsement only, paragraph A. COVERAGE subparagraph 3. WHO IS AN INSURED is replaced with:

3. WHO IS AN INSURED

Only you are an "insured".

C. Paragraph B. EXCLUSIONS is amended by the addition of the following:

This additional insurance does not apply to the cost of defending:

1. Any dishonest, fraudulent, intentional, or criminal act or omission committed by you or at your direction;
2. Allegations which claim damages for "bodily injury", "property damage" or "personal and advertising injury"
3. Allegations to enforce a warranty agreement or mechanical break-down agreement provided or sold by you;

Deleted: 1001

OPERATIONS DEFENSE COSTS – ADDITIONAL INSURANCE - CONTINUED

4. Allegations of a duty to withdraw, recall, inspect, repair, replace, adjust, remove, or dispose of your "product" or your "work" because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in the "product" or "work";
 5. Any "Operations Suits" brought as a result of your intentional refusal to negotiate a reasonable settlement prior to the "Operations Suit";
 6. Allegations arising out of your activities as an insurance agent, broker or solicitor;
 7. Any violation of an odometer, disclosure of prior damage, truth-in-lending or truth-in-leasing law; or
 8. Allegations which are covered by other valid and collectible insurance.
- D. Paragraph C. LIMIT OF INSURANCE is amended as follows:

1. The following is added to paragraph 1. AGGREGATE LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS"

The Aggregate Limit of Insurance - "Operations Suits" shown in the Declarations and these rules fix the most we will pay, regardless of the number of:

- a. "Insureds";
- b. Acts or omissions which result in "Operations Suits";
- c. "Operations Suits" brought; or
- d. Persons or organizations bringing "Operations Suits";

for the defense of all "Operations Suits" brought within 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. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate Limit of Insurance – "Operations Suits".

2. The following is added to paragraph 2. EACH "ACCIDENT" LIMIT OF INSURANCE - "GARAGE OPERATIONS" - OTHER THAN COVERED "AUTOS":

The Per "Operations Suit" Limit of Insurance is the most we will pay, regardless of the number of:

- a. "Insureds";
 - b. Acts or omissions which result in the "Operations Suit"; or
 - c. Persons or organizations bringing the "Operations Suit";
- for defense of an "Operations Suit".

3. The following is added for the coverage provided by this endorsement only:

- a. Following the conclusion of an "Operations Suit", we will pay all sums covered by this additional insurance that are reasonable and necessary amounts due your "attorneys" within 30 days of receiving their itemized bill. However, the covered defense costs:

- (1) Must be at prevailing rates usual to the locality for the nature of the work; and

Deleted: a

Deleted: s

Deleted: sums

Deleted: 1001

OPERATIONS DEFENSE COSTS – ADDITIONAL INSURANCE - CONTINUED

(2) Must include your "attorney's" daily record of services performed, costs incurred, and verifiable documentation of expenses.

Deleted: work done and

b. If an "Operations Suit" contains allegations not covered by this additional insurance, we will only pay that portion of your "attorney's" bill pertaining to defense of an "Operations Suit" to which this insurance applies.

E. DEDUCTIBLE

Our obligation to pay defense costs, expenses, or settle an "Operations Suit" applies only in excess of the Deductible stated in the Declarations.

Deleted: and other

Deleted: to

II. SECTION V - GARAGE CONDITIONS is changed as follows:

A. For the purposes of this endorsement only, paragraph A. LOSS CONDITIONS subparagraph 2. DUTIES IN THE EVENT OF ACCIDENT CLAIM SUIT OR LOSS is replaced with the following:

2. DUTIES IN THE EVENT OF OPERATIONS SUIT

a. In the event of a "Operations Suit", you must give us (or our authorized representative) prompt notice of the "Operations Suit". Include:

Deleted: s

- (1) All legal papers and documents pertaining to the "Operations Suit";
- (2) How and when the act or omission causing the "Operations Suit" took place;
- (3) The names and addresses of persons involved or witnesses.

b. You must also cooperate and assist us:

- (1) In our investigations;
- (2) If we elect to defend, in the defense; and
- (3) If we decide to enforce contribution, subrogation, or indemnification of payments made by us.

B. For the purpose of this endorsement only, Paragraph B. GENERAL CONDITIONS subparagraph 5. OTHER INSURANCE is replaced by the following:

5. OTHER INSURANCE

- a. This additional insurance is excess over any other valid and collectible insurance and shall not contribute to it.
- b. If other valid and collectible insurance does not pay your defense costs, we will pay to the extent this additional insurance would apply in the absence of other insurance. However, we will then be entitled to your rights against the other insurance.

C. For this endorsement only, paragraph B. GENERAL CONDITIONS subparagraph 7. POLICY PERIOD, COVERAGE TERRITORY is replaced with the following:

7. POLICY PERIOD, COVERAGE TERRITORY

a. This insurance applies only to "Operations Suits" filed against you in the United States of America, its territories or possessions, Puerto Rico or Canada.

Formatted: Bullets and Numbering

Deleted: :¶
In

Deleted: ; and¶
While this insurance is in effect

Deleted: 1001

III. ADDITIONAL DEFINITIONS

CA 88 50 1208

OPERATIONS DEFENSE COSTS – ADDITIONAL INSURANCE - CONTINUED

As used in this endorsement:

- A. "Attorney" means any person holding a license, in good standing to practice law in any jurisdiction of the United States, its possessions or territories, the District of Columbia or Canada.
- B. "Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.
- C. "Mental injury" means humiliation, shock, fright, hurt or damage as it relates to an individual's emotional and intellectual well-being.
- D. "Operations Suit" means a civil proceeding, arbitration or mediation brought against you by or on behalf of a customer of yours and arising out of your "products" or "work".
- E. "Personal and advertising injury" means "mental anguish", "mental injury", or injury, including consequential "bodily injury", arising out of one or more of the following offenses:
1. False arrest, detention, or imprisonment;
 2. Malicious prosecution;
 3. 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;
 4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 5. Common law violation of, a person's right of privacy.
 6. Use of another's advertising idea in your advertisement;
 7. Infringement of copyright, title or slogan in your advertisement.
 8. Errors in the description of any product, prize or price committed in a joint advertising venture;
 9. Any alleged breach of contract in a joint advertising venture; or
 10. Discrimination or harassment, except employment related discrimination or harassment.
- F. "Products" means the goods or products, other than real property, that you make, sell, handle, distribute, rent, or lease to others.
- G. "Work" means installation, service, or repair operations performed by you or by someone else at your request.

Deleted: d

Formatted: Bullets and Numbering

Deleted: Oral or written publication of material that violates

Formatted: Bullets and Numbering

All other terms and provisions of this policy remain unchanged

Deleted: 1001

BROADENED GARAGE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

SECTION I –PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE

A. COVERAGE

We will pay all sums the “insured” legally must pay as damages, including punitive damages where insurable by law, because of “personal and advertising injury” caused by an offense arising out of your business, but only if the offense was committed in the Coverage Territory and during the Policy Period.

We will have the right and duty to defend any “insured” against a suit asking for these damages. However, we have no duty to defend any “insured” against a “suit” seeking damages for “personal and advertising injury” to which this insurance does not apply. We may investigate and settle any claim or “suit” as we consider appropriate. Our duty to defend or settle ends when the Personal And Advertising Injury Limit of Insurance has been exhausted by payment of judgments or settlements.

1. WHO IS AN INSURED

The following are “insureds”:

- a. You and your spouse.
- b. Your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses. None of your partners (if you are a partnership) and their spouses or members (if you are a limited liability company) and their spouses is an “insured” for “personal and advertising injury” resulting from conduct of any other partnership.
- c. Your “employees”, executive officers, directors and stockholders but only while acting within the scope of their duties.

2. COVERAGE EXTENSIONS

Supplementary Payments

Deleted: .

We will pay for the “insured”:

- a. All expenses we incur.
- b. The cost of bonds to release attachments in any “suit” against an “insured” we defend, but only for bond amounts within the Personal And Advertising Injury Limit of Insurance.
- c. All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- d. All costs taxed against the “insured” in any “suit” we defend.
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any “suit” we defend; but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within the Personal And Advertising Injury Limit of Insurance.

Formatted: Justified, Indent: Left: 0"

These payments will not reduce the Personal And Advertising Injury Limit of Insurance.

Deleted: 03 06

CA 88 57,0408 (mocked up)

B. EXCLUSIONS

1. This insurance does not apply to:

a. "Personal and advertising injury":

- (1) For which the "insured" has assumed liability under any contract or agreement. But this exclusion does not apply to liability for damages that the "insured" would have in the absence of the contract or agreement.
- (2) Caused by or at the direction of the "insured" with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
- (3) Arising out of oral or written publication of material, if done by or at the direction of the "insured" with knowledge of its falsity.
- (4) Arising out of oral or written publication of material whose first publication took place before the effective date of this insurance.
- (5) Arising out of any discrimination that includes an act that took place before the effective date of this insurance.
- (6) Arising out of any dishonest, malicious, fraudulent, criminal or intentional act, however, this exclusion does not apply to you if such act was committed by your "employee" (other than a partner, member, director, or executive officer) without your direction or your knowledge.
- (7) Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".
- (8) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".
- (9) Arising out of the wrong description of the price of goods products or services stated in your "advertisement".
- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion applies whether or not such irritant or contaminant has any function in your business, operations, premises, site or location.

It is understood that this exclusion is not limited to "personal and advertising injury" arising out of environmental damage or pollution of the environment. Rather, it applies to all "personal and advertising injury" within the scope of this exclusion, including, for example only and without limitation, exposure to "pollutants" within a residential or commercial building.

- (11) Arising out of an electronic chatroom or bulletin board the "insured" hosts, owns or over which the "insured" exercises control.
- (12) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- (13) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your "advertisement" of copyright, trade dress or slogan.

Deleted: 03 06

- (14) Arising directly or indirectly out of :
- (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

(15) To:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that persons employment; or
 - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or
- (b) The spouse, child, parent, brother or sister of that person as a consequence of “personal and advertising injury” to that person at whom any of the employment-related practices described in paragraphs (i), (ii) or (iii) above is directed.

This exclusion applies:

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

(16) Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- ~~(c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law including the Fair and Accurate Credit Transaction Act (FACTA); or~~
- ~~(d) The Fair Debt Collection Practices Act (FDCPA), including any amendment of or addition to such law; or~~
- ~~(e) Any federal, state or local statute, ordinance or regulation other than the TCPA or CAN-SPAM Act of 2003, FCRA or FDCPA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.~~

Formatted: Bullets and Numbering

(17) ~~Arising out of any violation of any statute, law (except common law violation of a person’s right of privacy) or ordinance pertaining to a person’s right of privacy.~~

Deleted: V

Deleted: 03 06

- (18) Arising out of any insured's failure to comply with any responsibilities or duties required by the Americans with Disabilities Act.
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement 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".

This exclusion applies whether or not the "pollutants" have any function in your business, operations, premises, site or location.

It is understood that this exclusion is not limited to loss, cost, or expense arising out of environmental damage or pollution of the environment. Rather, it applies to all loss, cost or expense within the scope of this exclusion, including, for example only and without limitation, exposure to "pollutants" within a residential or commercial building.

- Formatted: Indent: Left: 1.5", No bullets or numbering
- Formatted: Indent: Left: 1"
- Comment [\$1]: Replaced "Personal and Advertising Injury" with "loss, cost or expense" to fit this exclusion for pollution clean-up costs.
- Formatted: Indent: Left: 1.5"
- Formatted: Font color: Red
- Comment [\$2]: Same as above.

2. The following is added to Paragraph B. EXCLUSIONS of SECTION II – LIABILITY COVERAGE:

PERSONAL AND ADVERTISING INJURY

"Bodily injury" arising out of "personal and advertising injury".

C. PERSONAL AND ADVERTISING INJURY LIMIT OF INSURANCE

Subject to the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" (if applicable) and regardless of the number of "insureds", claims made, or "suits" brought or persons or organizations making claim or bringing "suits", the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal And Advertising Injury Limit of Insurance shown in the Declarations.

The Each "Accident" Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" for Liability Coverage does not apply to damages we pay because of "personal and advertising injury".

D. ADDITIONAL DEFINITIONS

As used in this coverage:

"Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- 1. Notices that are published include material placed on the internet or on similar electronic means of communication; and
- 2. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

"Mental anguish" means extreme pain or distress inflicted upon an individual's emotional and intellectual condition with regard to the individual's response to the environment.

"Mental injury" means humiliation, shock, fright, hurt, or damage as it relates to an individual's emotional and intellectual well-being.

Deleted: 03 06

“Personal and advertising injury” means “mental anguish”, “mental injury”, ~~or injury, including consequential “bodily injury” arising out of one or more of the following offenses:~~

Deleted: or

1. False arrest, detention, or imprisonment;
2. Malicious prosecution;
3. 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;
4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products, or services;
5. Common law violation of a person’s right of privacy;
6. Use of another’s advertising idea in your “advertisement”;
7. Infringement of copyright, title or slogan in your “advertisement”.
8. Errors in the description of any product, prize or price committed in a joint advertising venture;
9. Any alleged breach of contract in a joint advertising venture; or
10. Discrimination or harassment, except employment related discrimination or harassment.

SECTION II – HOST LIQUOR LIABILITY COVERAGE

LIABILITY COVERAGE is changed by adding the following:

We will also pay all sums the “insured” legally must pay as damages because of “bodily injury” or “property damage” arising out of the giving or serving of alcoholic beverages at functions incidental to your garage business provided you are not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages.

SECTION III – LEGAL LIABILITY COVERAGE

LIABILITY COVERAGE for “garage operations” is changed as follows:

- A. The insurance applies to “property damage” to premises while leased or rented to you or temporarily occupied by you with the permission of the owner
- B. Exclusion 6 does not apply to the insurance provided by SECTION III of this endorsement.
- C. Except for damage arising out of fire, explosion, water discharge or vehicle damage, our obligation to pay, on your behalf, for “property damage” under this coverage extension only applies to the amount of “property damage” in excess of a \$5,000 per “accident” deductible.

The terms of this insurance, including those with respect to:

1. Our right and duty to defend the “insured” against any “suit” seeking damages to which this insurance applies; and
2. Your duties in the event of an “accident”, claim or “suit”

Apply irrespective of the application of the deductible amount.

Deleted: 03 06

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

- D. Subject to the Aggregate Limit of Insurance – "Garage Operations" – Other Than Covered "Autos" (if applicable), the most we will pay for all "property damage" resulting from any one "accident" is \$100,000 unless another limit is shown in the Declarations Schedule for this endorsement.
- E. This insurance is excess over any collectible property insurance (including any deductible portion of that insurance) available to the "insured".

SECTION IV – INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE

LIABILITY COVERAGE is changed by adding the following exclusion:

This insurance does not apply to any "insured" in the business or occupation of providing any of the services listed under the following definition.

As used in this coverage:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

"Bodily injury" also includes injury resulting from:

1. Providing or failing to provide any medical or related professional services;
2. Furnishing food or drink connected with any medical or other professional services; or
3. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

SECTION V – NON-OWNED WATERCRAFT COVERAGE

LIABILITY COVERAGE is changed as follows:

- A. Exclusion 11., WATERCRAFT OR AIRCRAFT is replaced by the following:

This insurance does not apply to:

- a. Any aircraft; or
- b. Any watercraft except a watercraft under 50 feet that is not owned by you nor being used to carry persons or property for a charge.

But this exclusion does not apply to watercraft while ashore on premises where you conduct "garage operations".

- B. If there is other applicable insurance covering damages payable under NON-OWNED WATERCRAFT COVERAGE, we will not make any payments under this coverage.

SECTION VI – ADDITIONAL PERSONS INSURED

LIABILITY COVERAGE is changed by adding the following to the WHO IS AN INSURED:

If you are a partnership, the spouse of a partner is an "insured" with respect to the conduct of your garage business.

SECTION VII – AUTOMATIC LIABILITY COVERAGE – NEWLY ACQUIRED GARAGE BUSINESS (90 days)

Deleted: 03 06

As used in this coverage:

“Insured” means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.

“Insured” also includes as named “insured” any garage business that is acquired or formed by you or over which you maintain ownership or majority interest. However, “insured” does not include any garage business:

1. That is a joint venture;
2. That is an “insured” under any other similar liability or indemnity policy;
3. That has exhausted its Limit of Insurance under any other similar liability or indemnity policy; or
4. 90 days or more after its acquisition or formation by you.

SECTION VIII – LIMITED WORLDWIDE LIABILITY COVERAGE

A. The POLICY PERIOD, COVERAGE TERRITORY Garage Condition is changed by adding the following:

We also cover “bodily injury”, “property damage” or “personal and advertising injury” that occurs during the policy period shown in the Declarations within the coverage territory.

For purposes of this endorsement, the coverage territory is extended to anywhere in the world if:

1. The “bodily injury”, “property damage” or “personal and advertising injury” is caused by an “insured” who permanently lives within the coverage territory while the “insured” is temporarily outside of one of those places; or
2. The “personal and advertising injury” offense takes place through the Internet or similar electronic means of communication.

The original “suit” for damages resulting from such “bodily injury”, “property damage” or “personal and advertising injury” must be brought within the coverage territory.

B. We will not provide LIMITED WORLDWIDE LIABILITY COVERAGE for any “work you performed”.

All other terms and provisions of this policy remain unchanged

AUTO DEALERS ECONOMIC LOSS COVERAGE – NEW VEHICLES

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM

This policy is amended by the addition of the following:

SECTION IV – PHYSICAL DAMAGE COVERAGE

A. COVERAGE, is modified to include the following:

ECONOMIC LOSS.

We will pay for “economic loss” caused by collision or overturn including collision or overturn as a result of theft, provided the cost to repair the “auto” exceeds 10% of the “actual dealer cost”.

We will only pay for “economic loss” under this endorsement if the “auto”:

1. Is a private passenger vehicle or truck type with 10,000 GVW or less;
2. Has not been previously titled and registered;
3. Has an odometer reading of less than 6,000 miles; and
4. Has been repaired for the collision or overturn damage which resulted in “economic loss”.

B. LIMITS OF INSURANCE

The most we will pay for “economic loss” to a covered “auto” is 10% of the “actual dealer cost” or the limit listed in the Declarations, whichever is less.

Deleted: f

C. ADDITIONAL DEFINITIONS

SECTION VI – DEFINITIONS is modified, for this endorsement only, by the addition of the following:

“Actual dealer cost” is the amount of the dealer invoice plus any dealer installed (including subcontractor installed) accessories and enhancements, exclusive of profit, factory holdback, advertising and overhead expenses.

Deleted: D

Deleted: C

“Actual retail price” is the final retail price of the vehicle excluding taxes, title, registration and tags.

Deleted: R

Deleted: P

“Economic Loss” means the difference between the “actual dealer cost” and the “actual retail price” of a repaired “auto” when the “actual retail price” is less than the “actual dealer cost”.

All other terms and provisions of this policy remain unchanged