

Filing at a Glance

Companies: NIPPONKOA Insurance Company Ltd.,(U.S.Branch), The Charter Oak Fire Insurance Company, The Phoenix Insurance Company, The Travelers Indemnity Company, The Travelers Indemnity Company of America, The Travelers Indemnity Company Of Connecticut, Travelers Property Casualty Company of America

Product Name: Commercial General Liability SERFF Tr Num: TRVD-125219883 State: Arkansas

Hotels Program

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: AR-PC-07-025387

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 2007-06-0063 State Status:

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

Authors: Margaret Salisbury, Tia Disposition Date: 07-11-2007

Slivinsky

Date Submitted: 07-10-2007 Disposition Status: Approved

Effective Date Requested (New): 10-01-2007 Effective Date (New):

Effective Date Requested (Renewal): 10-01-2007 Effective Date (Renewal):

General Information

Project Name: Commercial General Liability Hotels Program

Project Number: 2007-06-0063

Status of Filing in Domicile: Authorized

Domicile Status Comments: Authorized in CT, Pending in NY

Reference Organization: N/A

Reference Number: N/A

Reference Title: N/A

Advisory Org. Circular: N/A

Filing Status Changed: 07-11-2007

State Status Changed: 07-10-2007

Deemer Date:

Corresponding Filing Tracking Number: N/A

Filing Description:

In compliance with the insurance laws and regulations in your state, our companies respectfully submit the attached Commercial General Liability filing for your review and consideration.

With this filing, we are introducing two new optional endorsements in conjunction with our new Industry Edge product for the hospitality industry.

Our form for Personal Grooming Services is intended to expand coverage provided for those additional services offered by an increasing number of risks in the industry. Our Hospitality Errors and Omissions Liability form is designed to provide coverage, on a sublimated basis, for those exposures that are typically not covered under standard CGL forms.

While Travelers has always written risks within this market segment, we believe that these expanded coverages are

needed by many insureds and are a key to expanding our writings in this segment.

Due to its unique nature, the premium for these endorsements will be determined on an (a) rated basis. As these new forms are optional, we cannot determine the rate impact.

Company and Contact

Filing Contact Information

Margaret Salsbury, Senior Regulatory Analyst MSALSBUR@travelers.com
One Tower Square (860) 277-6470 [Phone]
Hartford, CT 06183 (860) 954-0580[FAX]

Filing Company Information

NIPPONKOA Insurance Company CoCode: 27073 State of Domicile: New York
Ltd.,(U.S.Branch)

One Tower Square Group Code: 2558 Company Type:
Hartford, CT 06183 Group Name: State ID Number:
(860) 277-6470 ext. [Phone] FEIN Number: 98-0032627

The Charter Oak Fire Insurance Company CoCode: 25615 State of Domicile: Connecticut
One Tower Square Group Code: 3548 Company Type:
Hartford, CT 06183 Group Name: State ID Number:
(860) 277-6470 ext. [Phone] FEIN Number: 06-0291290

The Phoenix Insurance Company CoCode: 25623 State of Domicile: Connecticut
One Tower Square Group Code: 3548 Company Type:
Hartford, CT 06183 Group Name: State ID Number:
(860) 277-6470 ext. [Phone] FEIN Number: 06-0303275

The Travelers Indemnity Company CoCode: 25658 State of Domicile: Connecticut
One Tower Square Group Code: 3548 Company Type:
Hartford, CT 06183 Group Name: State ID Number:
(860) 277-6470 ext. [Phone] FEIN Number: 06-0566050

The Travelers Indemnity Company of America CoCode: 25666 State of Domicile: Connecticut
One Tower Square Group Code: 3548 Company Type:
Hartford, CT 01683 Group Name: State ID Number:
(860) 277-6470 ext. [Phone] FEIN Number: 58-6020487

The Travelers Indemnity Company Of CoCode: 25682 State of Domicile: Connecticut
Connecticut
One Tower Square Group Code: 3548 Company Type:
Hartford, CT 06183 Group Name: State ID Number:

(860) 277-6470 ext. [Phone]

FEIN Number: 06-0336212

Travelers Property Casualty Company of
America

CoCode: 25674

State of Domicile: Connecticut

One Tower Square

Group Code: 3548

Company Type:

Hartford, CT 06183

Group Name:

State ID Number:

(860) 277-6470 ext. [Phone]

FEIN Number: 36-2719165

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Charter Oak Fire Insurance Company	\$0.00	07-10-2007	
The Phoenix Insurance Company	\$0.00	07-10-2007	
The Travelers Indemnity Company	\$0.00	07-10-2007	
The Travelers Indemnity Company of America	\$0.00	07-10-2007	
Travelers Property Casualty Company of America	\$0.00	07-10-2007	
The Travelers Indemnity Company Of Connecticut	\$0.00	07-10-2007	
NIPPONKOA Insurance Company Ltd.,(U.S.Branch)	\$0.00	07-10-2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
05771106	\$50.00	06-27-2007

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07-11-2007	07-11-2007

Disposition

Disposition Date: 07-11-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Created by SERFF on 07-11-2007 02:06 PM

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Personal Grooming Services Endorsement	Approved	Yes
Form	Hospitality Errors and Omissions Liability	Approved	Yes

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Personal Grooming Services Endorsement	CG D3 90 03 07	03-2007	Endorsement/New		0.00	CG D3 90 03 07 - Personal Grooming Services - TR.pdf CG D3 90 03 07 - Personal Grooming Services.pdf
Approved	Hospitality Errors and Omissions Liability	CG D3 99 04 07	04-2007	Endorsement/New		0.00	CG D3 99 04 07 - Hospitality E&O - TR.pdf CG D3 99 04 07 - Hospitality EO.pdf

DEPARTMENT OF INSURANCE
PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT
SHEET FOR MULTIPLE FORM FILING

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORMS</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Personal Grooming Services Endorsement	CG D3 90 03 07	None	E/GL/O	See explanation below.

[B] This new optional endorsement modifies the Commercial General Liability Coverage Form CG 00 01.

This is a new form that expands coverage previously provided under form CG T3 55 02 05 Barber or Beauty Shop Endorsement (currently filed and approved in your state; refer to filing GLC-S03 effective date 6/1/05). While that form will remain available for smaller facilities that offer limited services, the new form provides coverage for a broader array of services that may be available in larger facilities, such as those found in resorts and spas. Specifically, this form now covers professional services provided by:

- Massage therapists;
- Estheticians; and
- Nail technicians.

In addition, through an exception to the exclusion for body piercing, coverage is provided for ear piercing.

Finally, coverage is provided for the use of physical fitness facilities (provided it is not directed by a personal trainer) through an exception to the exclusion for diet and fitness.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**PERSONAL GROOMING SERVICES ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

"Bodily Injury" or "property damage" arising out of the rendering of or failure to render "personal grooming professional services" will be deemed to be caused by an "occurrence".

For the purpose of determining the limits for the insurance provided by this endorsement, any act or omission together with all related acts or omissions in the rendering of "personal grooming professional services" to any one person will be considered one "occurrence".

- B. The following exclusions are added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. The rendering of or failure to render any service, treatment, advice or instruction related to:
 - a. Any hair removal by electrolysis or any surgical procedure to remove or replace hair;
 - b. Any application of permanent cosmetic makeup, tattoos or other implantation of pigments into skin pores;
 - c. Any invasive medical or surgical procedure to improve or alter the appearance of skin, including but not limited to injections, chemical peels, dermabrasion, laser surgery or cryosurgery;
 - d. Body piercing, other than piercing of ears;
 - e. Diet or physical fitness; however, this exclusion does not apply to the use of physical fitness facilities if the user is not under the direct supervision of a personal trainer;
 - f. Chiropody; or
 - g. Tanning the skin; or
2. The rendering of any service or treatment without a license, if the law requires a license to perform the service or treatment; or
3. The rendering of or failure to render any service, treatment, advice or instruction that requires the performance, care, prescription or supervision by a medical doctor.

These exclusions apply even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by any insured.

- C. The following is added to Section V – Definitions:**

"Personal grooming professional services" means professional services provided by a:

1. Hairdresser;
2. Beautician;
3. Barber;
4. Massage therapist;
5. Esthetician; or
6. Nail technician.

DEPARTMENT OF INSURANCE
PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT
SHEET FOR MULTIPLE FORM FILING

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Hospitality Errors and Omissions Liability	CG D3 99 04 07	New Form	E-GL-O	<p>[B] This form is being filed as a new form to provide coverage for Hospitality Errors and Omissions Liability. Coverage is triggered by a “wrongful act” (a defined term) in the course of providing or failing to provide “hospitality services” (also a defined term). The “wrongful act” must be committed by the insured during the policy period, with defense provided in addition to the limits of insurance.</p> <p>The following standard exclusions apply:</p> <ul style="list-style-type: none"> • Contractual Liability • Bodily injury, Property Damage, Personal Injury or Advertising Injury • Dishonest, Fraudulent, Criminal Or Malicious Acts – applies only to “the” insured; uninvolved insureds may still be entitled to coverage. • Intentional Acts - applies only to “the” insured; uninvolved insureds may still be entitled to coverage. • Intellectual Property • Cost Guarantees Or Estimates • Pollution • Discrimination • Nuclear • Securities, Antitrust, Restraint Of Trade, Unfair Trade Practices Or Consumer Protection Law • Employee Retirement Income Security Act (ERISA) • Employment Related Practices • Fines, Penalties, Or Matters Uninsurable By Law

DEPARTMENT OF INSURANCE
PROPERTY-CASUALTY FORMS TRANSMITTAL SUPPLEMENT
SHEET FOR MULTIPLE FORM FILING

<u>FORM TITLE</u>	<u>NEW FORM</u>	<u>REPLACED FORM</u>	<u>TYPE OF FORM</u>	<u>DESCRIPTION OF FORM</u>
Hospitality Errors and Omissions Liability	CG D3 99 04 07	New Form	E-GL-O	<p>(cont.) Newly acquired or formed companies are afforded coverage for 180 days or the end of the policy period, whichever is earlier. If reported to us within that 180 day period, coverage will continue to the end of the policy period if later.</p> <p>Hospitality Errors and Omissions Liability is subject to a Wrongful Act limit and an Aggregate limit. These limits are separate from each other and from the GL policy to which they are attached. The deductibles are in excess of and not included within the limits.</p> <p>The Other Insurance clause is designed to provide coverage only to the extent coverage does not exist elsewhere. The intent is for coverage not to overlap with, for example, property or crime forms which may also cover personal property of others under the insured's care, custody or control.</p> <p>Defined terms under the policy include:</p> <ul style="list-style-type: none"> • "Bodily injury" – more broadly defined to include mental anguish; it is not our intent to overlap with the CGL which may provide this coverage. • "Hospitality services" – enumerates the services to which this coverage is applicable. • "Suit" – redefined to include reference to "wrongful acts". • "Wrongful act" – includes a series of wrongful acts with common links as a single act.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOSPITALITY ERRORS AND OMISSIONS LIABILITY

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

SCHEDULE

LIMITS OF INSURANCE

Hospitality Errors and Omissions Liability

Aggregate Limit: \$

Each Wrongful Act Limit: \$

Deductible Amount – Each Wrongful Act: \$

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

COVERAGE - HOSPITALITY ERRORS AND OMISSIONS LIABILITY

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of “wrongful acts” committed in the course of providing or failing to provide “hospitality services” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking such damages. However, we will have no duty to defend the insured against any “suit” seeking damages for a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any claim or “suit” that may result. But:
- (1)** The amount we will pay for damages is limited as described in Section III—Limits Of Insurance; and
 - (2)** Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Hospitality Errors and Omissions Liability Coverage.
- b.** This insurance applies only to damages because of a “wrongful act” first committed in the “coverage territory” and during the policy period.
- c.** No other obligation or liability to pay sums or perform acts or services is covered for Hospitality Errors and Omissions Liability Coverage unless explicitly provided for under Supplementary Payments.

2. Exclusions.

This insurance does not apply to:

a. Contractual Liability

Liability assumed by the insured under any contract or agreement.

This exclusion does not apply to liability for damages that the insured would have in the absence of such contract or agreement.

b. Bodily Injury, Property Damage, Personal Injury or Advertising Injury

“Bodily injury”, “property damage”, “personal injury” or “advertising injury”.

c. Dishonest, Fraudulent, Criminal Or Malicious Acts

Dishonest, fraudulent, criminal or malicious acts, errors or omissions of the insured whether acting alone or in collusion with others.

d. Intentional Acts or Expected Damages

“Wrongful acts” committed by or at the direction of the insured:

- (1)** With the intent of causing damages; or

(2) From which damages could be reasonably expected to result.

e. Intellectual Property

Actual or alleged infringement or violation of any of the following rights or laws, or any other damages alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

f. Cost Guarantees or Estimates

Cost guarantees, or estimates of probable costs or cost estimates being exceeded.

g. Pollution

- (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) 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
 - (b) Claim or "suit" by or on behalf of a governmental authority 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".

h. Discrimination

Discrimination because of race, religion, color, sex, age, national origin, sexual preference, disability or in any way connected with a violation of any state or federal civil rights law.

i. Nuclear

Nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.

j. Securities, Anti-trust, Restraint Of Trade, Unfair Trade Practices Or Consumer Protection Law

Violation by the insured of any securities, anti-trust, restraint of trade, unfair trade practices or any other consumer protection law.

k. Employee Retirement Income Security Act (ERISA)

Liability of any insured arising out of any insured's capacity as a fiduciary under any employee benefit plan as defined by the Employee Retirement Income Security Act of 1974 or any of its amendments, or any similar state or local law.

l. Employment Related Practices

Liability of any insured arising out of any:

- (1) Refusal to hire;
- (2) Termination of employment or "temporary worker" status; or
- (3) Other practice, policy, act or omission related to employment or "temporary worker" status, such as coercion, demotion, evaluation, reassignment, discipline, harassment, humiliation, discrimination, libel, slander, violation of the right of privacy, malicious prosecution or false arrest, detention or imprisonment, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of employment or "temporary worker" status.

This exclusion applies:

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

m. Fines, Penalties, Or Matters Uninsurable By Law

Fines, penalties, or matters uninsurable under applicable law.

- B.** The following replaces the title **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of Section **I – Coverages**:

SUPPLEMENTARY PAYMENTS

- C.** The following is added to Section **II – Who Is An Insured**:

- 1.** Any organization you newly acquire or form, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest will qualify as a Named Insured for Hospitality Services Errors And Omissions Liability Coverage if there is no other insurance which provides similar coverage to that organization. However:
 - a.** Coverage under this provision is afforded only:
 - (1)** Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form the organization; or
 - (2)** Until the end of the policy period, if you report such organization in writing to us within 180 days after you acquire or form the organization, even if there are more than 180 days remaining until the end of the policy period; and
 - b.** Coverage for Hospitality Errors and Omissions Liability does not apply to damages because of “wrongful acts” committed before you acquired or formed the organization.
- 2.** Any person or organization that you have agreed in a written contract or agreement executed and signed prior to the “wrongful act” to include as an additional insured on this Hospitality Errors and Omissions Liability Coverage will qualify as an insured, but only with respect to liability arising out of:
 - a.** Their financial control of you, including premises they own, maintain or control while you lease or occupy these premises;
 - b.** Their status as a grantor of franchise to you; or
 - c.** Their status as a concessionaire trading under your name.

- D.** The following is added to Section **III – Limits Of Insurance**:

- 1.** With respect to Hospitality Errors and Omissions Liability Coverage:
 - a.** The Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all damages because of “wrongful acts” in the course of providing or failing to provide “hospitality services”. This limit is in addition to, and not included within, the General Aggregate Limit set forth in Paragraph **2.** of Section **III – Limits Of Insurance**.
 - b.** Subject to the Aggregate Limit shown in the Schedule above and described in subparagraph **1.a.** above, the Each Wrongful Act Limit shown in the Schedule above is the most we will pay for the sum of all damages because of one “wrongful act” in the course of providing or failing to provide “hospitality services”. This limit is in addition to, and not included within, the Each Occurrence Limit set forth in Paragraph **5.** of Section **III – Limits Of Insurance**.
 - c.** Our obligation to pay damages on the insured’s behalf applies only to the amount of damages which are in excess of the Hospitality Errors and Omissions Liability – Each Wrongful Act deductible amount shown in the Schedule above.
 - d.** The deductible amount shown in the Schedule above for Hospitality Errors and Omissions Liability – Each Wrongful Act applies to all damages because of one “wrongful act” in the course of providing or failing to provide “hospitality services”.
 - e.** The terms of the Commercial General Liability Coverage Part to which this endorsement is attached, including those with respect to:
 - (1)** Our right and duty with respect to the defense of the insured against “suits”; and
 - (2)** Your duties in the event of a claim or “suit”,
 apply irrespective of the application of the Hospitality Errors and Omissions Liability deductible amount.

- f. We may pay any part or all of the Hospitality Errors and Omissions Liability deductible amount to effect settlement of any claim or "suit", and you shall reimburse us for such part of the deductible amount as we have paid.
- g. The Hospitality Errors and Omissions Liability Limits Of Insurance (including aggregates) stated in the Schedule above are in excess of the deductible amount and shall not be reduced by the amount of any damages within the deductible amount.

E. The following are added to Section IV – Commercial General Liability Conditions:

1. Duties In The Event Of A "Wrongful Act", Or Claim Or "Suit" Arising Out Of That "Wrongful Act".

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

2. Other Insurance – Hospitality Errors and Omissions Liability

If valid and collectible other insurance is available to you for damages we cover under this insurance for Hospitality Errors and Omissions Liability, we will pay only that part of the damages that are not covered by such other insurance. This provision does not apply to insurance bought specifically to apply in excess of this insurance.

F. With respect to Hospitality Errors and Omissions Liability Coverage, Section V - Definitions is amended as follows:

- 1. The definitions of "bodily injury" and "suit" do not apply, and instead the following definitions apply:
 - a. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.
 - b. "Suit" means a civil proceeding in which damages because of "wrongful acts" to which this insurance applies are alleged. "Suit" includes:
 - (1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

2. The following definitions are added:

- a. "Hospitality services" means those services provided to customers or guests in the conduct of your business as a hotel, motel, inn, resort, spa, restaurant, conference center or convention center.
- b. "Wrongful act" means any negligent act, error or omission committed by or on behalf of the insured. A series of negligent acts, errors or omissions that have as a common connection, tie, or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single "wrongful act", and will be deemed to have been committed at the time the first such negligent act, error or omission is committed.

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status:
Approved 07-11-2007

Comments:

Attachment:

Transmittal FORMS.pdf

Satisfied -Name: Cover Letter

Review Status:
Approved 07-11-2007

Comments:

Attachment:

AR - 2007-06-0063 Combined Cover Letter.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Group NAIC #
The Travelers Companies, Inc.	3548
NIPPONKOA Insurance Company, Ltd (U.S. Branch)	2558

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
The Travelers Indemnity Company	CT	25658	06-0566050	
The Charter Oak Fire Insurance Company	CT	25615	06-0291290	
The Travelers Indemnity Company of Connecticut	CT	25682	06-0336212	
The Travelers Indemnity Company of America	CT	25666	58-6020487	
The Phoenix Insurance Company	CT	25623	06-0303275	
Travelers Property Casualty Company of America	CT	25674	36-2719165	
NIPPONKOA Insurance Company, Ltd.	NY	27073	98-0032627	

5. Company Tracking Number	2007-06-0063
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Margaret M. Salsbury Travelers One Tower Square Hartford, CT 06183	Senior Regulatory Analyst	(860) 277-6470	(860) 954-0580	MSALSBUR@Travelers.com

7. Signature of authorized filer	<i>Margaret M. Salsbury</i>
8. Please print name of authorized filer	Margaret M. Salsbury

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

9. Type of Insurance (TOI)	17.0
10. Sub-Type of Insurance (Sub-TOI)	17.0001
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Commercial General Liability
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: 10/01/2007 Renewal: 10/01/2007
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	07/10/2007
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 #	2007-06-0063
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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In compliance with the insurance laws and regulations in your state, our companies respectfully submit the attached Commercial General Liability filing for your review and consideration.

With this filing, we are introducing two new optional endorsements in conjunction with our new Industry Edge product for the hospitality industry.

Our form for Personal Grooming Services is intended to expand coverage provided for those additional services offered by an increasing number of risks in the industry. Our Hospitality Errors and Omissions Liability form is designed to provide coverage, on a sublimited basis, for those exposures that are typically not covered under standard CGL forms.

While Travelers has always written risks within this market segment, we believe that these expanded coverages are needed by many insureds and are a key to expanding our writings in this segment.

Due to its unique nature, the premium for these endorsements will be determined on an (a) rated basis. As these new forms are optional, we cannot determine the rate impact.

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

Check #: 05771106
Amount: 50.00

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

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

FORM FILING SCHEDULE

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

1.	This filing transmittal is part of Company Tracking #	2007-06-0063			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
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	Personal Grooming Services Endorsement	CG D3 90 03 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Hospitality Errors and Omissions Liability	CG D3 99 04 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



Margaret M. Salsbury
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July 10, 2007

Commissioner Julie Benafield Bowman
Commissioner of Insurance
State of Arkansas
1200 West Third Street
3rd and Cross
Little Rock, AR 72201-1904

The Travelers Indemnity Company	3548-25658
The Charter Oak Fire Insurance Company	3548-25615
The Travelers Indemnity Company of Connecticut	3548-25682
The Travelers Indemnity Company of America	3548-25666
The Phoenix Insurance Company	3548-25623
Travelers Property Casualty Company of America	3548-25674
NIPPONKOA Insurance Company, Ltd. (U.S. Branch)	2558-27073

Commercial General Liability
Forms Submission
Our Company Filing Number: 2007-06-0063

Dear Commissioner Bowman:

In compliance with the insurance laws and regulations in your state, our companies respectfully submit the attached Commercial General Liability filing for your review and consideration.

With this filing, we are introducing two new optional endorsements in conjunction with our new Industry Edge product for the hospitality industry.

Our form for Personal Grooming Services is intended to expand coverage provided for those additional services offered by an increasing number of risks in the industry. Our Hospitality Errors and Omissions Liability form is designed to provide coverage, on a sublimited basis, for those exposures that are typically not covered under standard CGL forms.

While Travelers has always written risks within this market segment, we believe that these expanded coverages are needed by many insureds and are a key to expanding our writings in this segment.

Due to its unique nature, the premium for these endorsements will be determined on an (a) rated basis. As these new forms are optional, we cannot determine the rate impact.

We plan to implement these changes with respect to policies effective on or after October 1, 2007. Your approval of this filing will be appreciated. Should you have any questions regarding this submission, please feel free to contact me at your convenience.

Sincerely,

Margaret M. Salsbury

Margaret M. Salsbury
Senior Regulatory Analyst
MS/ep

Enclosures